

OFFICE OF THE SECRETARY OF DEFENSE

WASHINGTON, DC 20301-1000

8 March 1993

MEMORANDUM FOR HQDA DAMO-ODS, MILITARY SUPPORT DIVISION SUBJECT: Support to FBI

Request you take the attached FBI requests for support, dated 7 March 1993, for action.

OSD POC is LTC and STU III 703-695-0028.

at AV 225-0028 or commercial

Colonel, USA
Executive Secretary

Attachment

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TXNG SUPPORT COSTS.

OPERATION TROJAN HORSE & HOSTAGE RESCUE MISSION WACO, TEXAS

Following costs were funded with existing FY93 TXNG Counterdrug funds supplied to Texas for the purpose of supporting LEAs in such operations

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Personnel (Pay, Per Diem, & Travel) Paid from Existing AGTX-CD Funds	\$102,301 \$2,405
Fuel & Telephone Expenses Paid from Existing AGTX-CD Funds	\$11,152
Aircraft Operation Paid from Existing AGTX-CD Funds Damage to Aircraft Paid from Existing NGB-CD Funds	\$13,948
Federal LEAs have agreed to reimburse the TYNG for consumables and loss, damage,	\$205,752
or repair to TXNG equipment TOTAL SUPPORT COSTS	\$335,558
TOTAL AMOUNT DUE TEXAS	\$205,752

Use of existing AGTX-CD funds to support this operation will not detract from future planned Counterdrug Support FY93 activities

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	CASH COLLECTION Y	OUCHER	RECEIVING OFFICE COLLECTION YOUCHER NO.									
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Authority: Section 301 of the						
instructions: Please return or	e signed gooy to the S	Budget Officer, Hee	dguarters ATF.			
Note: This sgreement may be	amended with the mi	od to tneenoo lautu	th parties.	•		
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			ATTN: AGTX-	ropony and Fiscal Ciffe	50	,
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June 22, 1993	•	•	Austin, Texas 7	8763-5218		
3. RESPONSIBLE ATF ORGA	NIZATION UNIT]	4. CCNCURRAN	CE OF PROGRAM OFF	ICIAL	
SAC, Resource Managemer	it Branch		Chief, Planning	and Analysis Division		
5. Billing will be for estim	ated amount	i	6. ESTIMATED C	OST		
(XX) Other billing arranger		·		Not to exceed		
		Ĺ	F.Y. 1993	\$26.894.81		
		i	7. ACCOUNTING	COES CHARGEABL	E	
Billings will be based on act	uals and paid as they	ene		00.10		
received. 8. DESCRIPTION OF SERVICE		SECULI CONOTTON	030205-624-		SOUR ATIONS AND	
COMMUNICATIONS. (If ad	es of Activities, Sp ditional space is need	ed, use other side of :	r attach another:	sheet)	iedocations and	
The Bureau of Alcohol, the Air Force for supplic April 23, 1993. The folk	s and services pro	ovided during the	Mt. Carmel of	epartements of the perations from Feb.	Army and urary 28 to	
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? Supplies			•		, ,	•
'a) MRE's		\$15,589.86				
) Diesel Fuel	1	\$1,425.20				
(c) Equipment		\$5,022.14		•		
	Total	\$22,037 <i>.2</i> 0				
	Grand Total	\$28,894.81			;	
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10. APPROVAL OF AGENCY TO BE REMBURSED
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FINANCIAL MANAGER Somotoffer

ATF # 1900.26 (11-76

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PLANN	ING & BUDGET	ENT DIVISION BRANCE P.O. BOX 154	4. OATE (JUN 93	1. AMOUNT (A \$28,894	Elisted on the MIP
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RECEIVED AND FORWARDED BY

DATE

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DISBURSING ACTIVITY DEFENSE FIN & ACCTG SERVICE DEFENSE ACCOUNTING OFFICE -INDIANAPOLIS CENTER FORT SAM HOUSTON, TEXAS

BUILDING 2263, STANLEY ROAD

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DISBURSING OFFICER

GM14

DSSN 5086

DATE RESEIVED 94/02/10

DEFENSE ACCOUNTING OFFICER

DATE

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NAME OF REMITTER RECD DESCRIPTION OF REMITTANCE AMOUNT

ACCOUNTING CLASSIFICATION

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Standard Form 1080 Revised April 1982 FRM 2-2500 IO-109

VOUCHER FOR TRANSFERS BETWEEN APPROPRIATIONS AND/OR FUNDS

VOUCHER NO. 002261 SCHEDULE NO.

Department, establishment, bureau, or office receiving funds USPFO FOR TEXAS

P. O. BOX 5218, POC: AUSTIN, TX 78763-5218 BILL NO. 24265 PAID BY

(7)

Department, establishment, bureau, or office charged

BUREAU OF ALCOHOL, TOBACCO & FIREARMS FINANCIAL MANAGEMENT DIVISION PLANNING AND BUDGET BRANCH P. O. BOX 154 WASHINGTON, DC 20044-0154

E2624

	DATE OF		QUAN-	UNIT	PRICE	AMOUNT
ORDER NO.	DELIVERY	ARTICLE OR SERVICES	TITY	COST	PER	DOLLARS AND CENTS
	30 AUG 93	DIESEL FUEL				\$1,425.20
		REF.: MIPR201009346P	·			
		BILL NO. 24265				
		·			TOTAL	\$1 425 20

Remittance in payment hereof should be sent to— SEND CHECK WITH SIGNED COPY OF SF1080 TO:

PAYMENT DUE: 30 SEP 93

DFAS-IN/EM-FM-D

FSH (210) 221-0124

FSH (210) 221-0124 BLDG. 2263 STOP 23, ATTN: (512)465-5181 - VERA REILEY FT. SAM HOUSTON. TX 78234-5000

ACCOUNTING CLASSIFICATION—Office Receiving Funds

DFAS-IN/EM-FM-A: Send credit disb. (TRC 27L) to S41292

3AHV/S41292 \$1,425.20 2132065.0000 18-C-820 P519892.50 26FK MIPR201009346P (LGØ)

(7N2AA)

CERTIFICATE OF OFFICE CHARGED

I certify that the above articles were received and accepted or the services performed as stated and should be charged to the appropriation(s) royed and should be paid as indicated. and/or fund(s) as indicated below; or that the advance paymen

31 AUG 93

(Authorized administrative or certifying officer)

(Date)

COL GS TXARNG, FINANCIAL MANAGER

(Title)

ACCOUNTING CLASSIFICATION—Office Charged

93-030205-624-2545 20-3-1000 20-10-0001 AGREEMENT NO. 93-46-P

Paid by Check No.

NSN 7540-00-634-4230

eU.S. Government Printing Office: 1989-241-175/90147

Previous Editions Are Usabl

RECEIVED AND FORWARDED BY

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R. O. COLL VOU NO

DISBURSING ACTIVITY

DEFENSE FIN & ACCTG SERVICE

INDIANAPOLIS CENTER FORT SAM HOUSTON, TEXAS

DEFENSE ACCOUNTING OFFICE BUILDING 2263, STANLEY ROAD

ACCOUNTING OFFICER

93/10/08

NAME OF REMITTER

DESCRIPTION OF REMITTANCE

/10/08 B.A.T.F - USPFD TX

901-03-407 REF-DDC-ND1 NIPR201009346P

VOUCHER NO. **VOUCHER FOR TRANSFERS** Revenued April 1982 on of the Treemen BETWEEN APPROPRIATIONS AND/OR FUNDS SCHEDULE NO. TFRM 2-2500 240-109 BILL NO. Department, establishment, bureau, or office receiving funds USPFO FOR TEXAS 25273 P. O. BOX 5218, POC: PAID BY AUSTIN, TX 78763-5218 Department, establishment, bureau, or oifice charged BUREAU OF ALCOHOL, TOBACCO & FIREARMS FINANCIAL MANAGEMENT DIVISION PLANNING AND BUDGET BRANCH P. O. BOX 154 WASHINGTON, DC 20044-0154 UNIT PRICE AMOUNT QUAN-DATE OF ARTICLE OR SERVICES ORDER NO. DELIVERY TITY COST DOLLARS AND CENTS 30 AUG 93 EQUIPMENT & SUPPLIES \$20,612.00 REF.: MIPR201009346P BILL NO. 25273 TOTAL \$20,612.00 Remittance in payment hereof should be sent to— SEND CHECK WITH SIGNED COPY OF SF1080 TO:
PAYMENT DUE: 30 SEP 93 DFAS-IN/EM-FM-D (14) FSH (210) 221-0124 BLDG. 2263 STOP 23, ATTN: 512) 465-5181 FT. SAM HOUSTON, TX 78234-5000 ACCOUNTING CLASSIFICATION—Office Receiving Funds DFAS-IN/EM-FM-A: Send credit disb. (TRC 27L) to S41292 3AHV/S41292 \$20,612.0d 2132065.0000 18-C-820 P519892.30 26FY MIPR201009346P (LGØ) (7N2AA) CERTIFICATE OF OFFICE CHARGED I certify that the above articles were received and accepted or the services performed as stated and should be charged to the appropriation(s) pound and should be paid as indicated. and/or fund(s) as indicated below; or that the advance payment (Authorized administrative or certifying officer) 09 SEP 93 COL GS TXARNG, FINANCIAL MANAGER (Date) ACCOUNTING CLASSIFICATION—Office Charged 93-030205-624-2545 20-3-1000 20-10-0001 AGREEMENT NO. 93-46-P

Paid by Check No. NSN 7840-00-834-4230



DEPARTMENTS OF THE ARMY AND THE AIR FORCE

NATIONAL GUARD BUREAU

office of the united states property and fiscal officer. Texas

P.O. BOX 5218

AUSTIN, TEXAS 78763-5218

Chich

May 27, 1993

198,636.29

Sep 9'3

Federal Bureau of Investigation ATTN:

10th Street and Pennsylvania

Avenue, N.W.

Washington, D.C.

Dear

Request your agency provide reimbursement in the amount of \$198.636.29 for supplies and services provided your task force during Mt. Carmel operations 28 February to 23 April 1993.

Final adjustment to supplies and services provided your ago that been accomplished as follows:

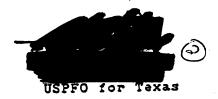
a. Maintenance Reference, Enclosure 1

	(1)	Labor	s 16,970.80
	(2)	Parts	<u>\$157,342.33</u>
	. (2)	Total	\$174,313.13
ъ	Supp	lies, Reference Enclosure 2	
	(1)	MRES	s 3,379.62
•	(2)	Diesel Fuel	s 7,370.30
	(3)	Transportation	s 8,383.00
	(4)	Equipment	\$ 5.190.24
	(5)	Total	\$24,323.16

Reimbursement should be provided to the United States Property and Fiscal Office, ATTN: AGTX-SC, P.O. Box 5218, Austin, Texas 78763-5218.

Point of contact in this office is Comptroller, telephone (512) 465-5104.

Sincerely,



Enclosures



DEPARTMENTS OF THE ARMY AND THE AIR FORCE

NATIONAL GUARD BUREAU

OFFICE OF THE UNITED STATES PROPERTY AND FISCAL OFFICER, TEXAS

P.O. BOX 5218

AUSTIN, TEXAS 78763-5218

June 8, 1993



Bureau of Alcohol, Tobacco, and Firearms
ATTN:
650 Massachusetts Avenue, Room 8300
Washington, D.C. 20226

Dear (

Request your agency provide reimbursement in the amount of \$28.894.81 for supplies and services provided your task force during Mt. Carmel operations 28 February to 23 April 1993.

Final adjustment to supplies and services provided your agency has been accomplished as follows:

a. Maintenance, Reference Enclosure 1

	(1)	Labor	\$4,417.71
		Parts	2 2,439.90
٠	(2)	Parts	
٠	(3)	Total	\$6,857.61
ъ.	Supp	olies, Reference Enclosure 2	•
	(1)	MRE's	£ 15,589.86
	(2)	Diesel Fuel	s 1,425.20
	(3)	Equipment	s 5,022.14
	(4)	Total	\$22,037.20

Reimbursement should be provided to the United States Property and Fiscal Office, ATTN: AGTK-SC, P.O. Box 5218, Austin, Texas 78763-5218.

Point of contact in this office is Comptroller, telephone (512) 465-5104.

Sincerely,



Enclosures



DEPARTMENT OF THE TREASURY BUREAU OF ALCOHOL, TOBACCO AND FIREARMS WASHINGTON, D.C. 20225

JN 22 993

United States Property and Fiscal Office

ATTN: AGTX-SC P.O. Box 5218

Austin, Texas 78763-5218

Dear Sir:

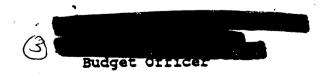
Enclosed is a signed FY 1993 reimbursable agreement between the Bureau of Alcohol, Tobacco and Firearms (ATF) and the Departments of the Army and Air Force. ATF agrees to provide reimbursement to the Army and Air Force in an amount not to exceed \$28,894.81 for service provided during the Mt. Carmel operations from February 28 to April 23, 1993.

Please have the appropriate individual sign in block 10A of the reimbursable agreement and return the original to:

Bureau of Alcohol, Tobacco and Firearms Financial Management Division Planning and Budget Branch P.O. Box 154 Washington, DC 20044-0154

If you have any questions regarding this agreement or require additional information, please contact my staff on (202) 927-8440.

Sincerely yours,



Enclosure

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MAR 73 PP UUUU

49.00 a.c.

HADA WASHINGTON DC//DANO-ODS//
CHCB WASHINGTON DC//ARO-O//

INFO OSB WASHINGTON DC

CJCS WASHINGTON DC

CSA WASHINGTON DC

TAG TX AUSTIN TEXAS

FBI WASHINGTON DC

CNGB WASHINGTON DC//ARO-OM//

UNCLAS

FOUO

MSGID/ORDER/ASSISTANT SECRETARY OF THE ARMY (INSTALLATIONS, LOGISTICS, AND ENVIRONMENT)

SUBJECT: LOAN OF COMBAT ENGINEER VEHICLES (CEV) H728 TO FBI

- A. AR 700-133, LOAN AND LEASE OF ARHY MATERIEL, 4 SEP 87.
- B. AR SDD-51, SUPPORT TO CIVIL LAW ENFORCEMENT, 1 AUG 83.
- 3. THIS IS AN EXECUTE ORDER. THE ACTING ASA(ILSE) HAS APPROVED THE LOAN OF TWO CEV'S TO THE FBI.
- PROVIDE THE PEDERAL BUREAU OF INVESTIGATION IN MACO. TEXAS. WITH TWO CEV'S NET DEEDDD (CST) MAR 93. THE CEV'S WILL BE LOANED TO FBI



COMEBACK COPY REQUESTED

. 65. CHIEF. MILITARY SUPPORT DIVISION

UNCLASSIFIED

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MAR 43 PP

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WITHOUT OPERABLE WEAPONS SYSTEMS. ALL ARMY MARKINGS WILL BE
OBSCURED. FOI DRIVERS WILL OPERATE VEHICLES. APPROPRIATE
MAINTENANCE PACKAGE SHOULD ACCOMPANY VEHICLES. BUT ARMS PERSONNEL
WILL NOT BE ON BOARD DURING OPERATIONAL MISSIONS AND WILL NOT ASSIST
IN ANY ASPECT OF CIVIL LAW ENFORCEMENT.

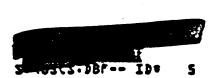
B. A STANDARD DOD LOAN AGREEMENT WILL BE COMPLETED PRIOR TO
RECEIPT OF THE EQUIPMENT TO THE PBI. ALL USE IS REIMBURSABLE UNDER
THE PROVISIONS OF THE ECONOMY ACT. THE PBI WILL ALSO PAY MAINTENANCE
PERSONNEL PER DICH AND ALL OTHER IDENTIFIABLE DIRECT AND INDIRECT
COSTS. PBI FOINT OF CONTACT TO COORDINATE LOAN IS SPECIAL AGENT

FORWARDED TO FBI HEADQUARTERS, BOTH AND PENNSYLVANIA AVENUE, NW.
ATTN: ASSISTANT DIRECTOR DIVISION 3, SUPPORT OF MC BU. THE DURATION
OF THIS OPERATION HAS NOT BEEN DETERMINED.

(168)

4. HEBA POC IS LTC

. EEEH-TF-8-EOT JOJ . EEEH-555 MZG



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DATE: 068 TIME: 1234

TUZYUW RUEADWDO865 0672208-UUUU--RUCDNTX R UUUUU 082100Z MAR 93 1 HQDA WASHINGTON DC//DAMO-DDS// 3 RUEAUSA/CNGB WASHINGTON DC//ARO-D// FO RUEKJCS/OSD WASHINGTON DC JEKJCS/CJCS WASHINGTON DC JEADWD/CSA WASHINGTON DC JCDNTX/TAG TX AUSTIN TEXAS JCNFB/FBI WASHINGTON DC MEAUSA/CNGB WASHINGTON DC//ARO-OM// T **NCLAS** TD/ORDER/ASSISTANT SECRETARY OF THE ARMY (INSTALLATIONS. STICS. AND ENVIRONMENT) UBJECT: LOAN OF COMBAT ENGINEER VEHICLES (CEV) M728 TO FBI AR 700-131. LOAN AND LEASE OF ARMY MATERIEL. 4 SEP 87. AR 500-51, SUPPORT TO CIVIL LAW ENFORCEMENT, 1 AUG 83. THIS IS AN EXECUTE ORDER. THE ACTING ASA(IL&E) HAS APPROVED TO DAN OF TWO CEV'S TO THE FBI. . IAW REFERENCES A AND B, REQUEST YOU COORDINATE WITH TAG TEXAS

AGE 02 RUEADWD0865 UNCLAS
ROVIDE THE FEDERAL BUREAU OF INVESTIGATION IN WACO, TEXAS, WITH T
EV'S NLT 082000 (CST) MAR 93. THE CEV'S WILL BE LOANED TO FBI
IITHOUT OPERABLE WEAPONS SYSTEMS. ALL ARMY MARKINGS WILL BE
BSCURED. FBI DRIVERS WILL OPERATE VEHICLES. APPROPRIATE
HAINTENANCE PACKAGE SHOULD ACCOMPANY VEHICLES, BUT ARMS PERSONNEL
IILL NOT BE ON BOARD DURING OPERATIONAL MISSIONS AND WILL NOT ASSIS
IN ANY ASPECT OF CIVIL LAW ENFORCEMENT.

A STANDARD DOD LOAN AGREEMENT WILL BE COMPLETED PRIOR TO
ECCIPT OF THE EQUIPMENT TO THE FBI. ALL USE IS REIMBURSABLE UNDER
THE PROVISIONS OF THE ECONOMY ACT. THE FBI WILL ALSO PAY MAINTENAN
ERSONNEL PER DIEM AND ALL OTHER IDENTIFIABLE DIRECT AND INDIRECT
DSTS. FBI POINT OF CONTACT TO COORDINATE LOAN IS SPECIAL AGENT
OF THE FBI HQ (202-324-6700). REQUEST FOR REIMBURSEMENT SHOULD BE
TORWARDED TO FBI HEADQUARTERS, 10TH AND PENNSYLVANIA AVENUE, NW.

PAGE: 1

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PAGE: 2

TTN: ASSISTANT DIRECTOR DIVISION 3. SUPPORT OF MC 80. THE DURATION = THIS OPERATION HAS NOT BEEN DETERMINED.

. HQDA POC IS LTC DSN 227-4331. CML 703-697-4331.

XB65 VNN

RIDRITY

PAGE: 2

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HQDA WASHINGTON DC//DAMO-0087

CINCFOR FT MCPRETON GA//FCJ3//

INFO OSD WASHINGTON DC

CJCS WASHINGTON DC

CSA WASHINGTON DC

CDR III CORPS FT HOOD TEXAS

TAG TX AUSTIN TEXAS

CDR AMC ALEXANDRIA VA//AMCLG-SC

FBI WASHINGTON DC

UNCLAS

MSGID/ORDER/DIRECTOR OF MILITARY SUPPORT

APPOINTMENT OF OF OFFICEN-IN-CHARGE

SUBJECT:

APPOINT

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THIS IS AN EXECUTE ORDER. DEPLOY A LTC OR ABOVE LIAISON HOUSEM 63

TEXAS TO-PROVIDE LIAISON WITH ALL FEDERAL LAW-ENFORCEMENT

AGENCIES AND PROVIDE OVERSIGHT FOR COORDINATED ARMY, ACTIVE AND THE PROVIDE OVERSIGHT FOR COORDINATED ARMY, ACTIVE AND THE PROVIDE ACTIVE AND RESERVE COMPONENT, SUPPORT EFFORTS.

OIC 2. ILL PROVIDE C2 FOR ACTIVE ARMY ELEMENTS ON THE GROUND, ARMY , DEQUIPENTS PROVIDE SINGLE POINT OF CONTACT FOR FORSON SUPPORT, INTERFACE WITH LEAD FEDERAL LAW ENFORCEMENT AGENCIES ON SITE, AND MONITOR ACTIVE COMPONENT OBSERVERS/LNO'S FROM AGENCIES OUTSIDE OF FORSCOM (AMC.

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CHIEF, MILITARY SUPPORT DIVISION

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BATE LNO. ETC). SET UFFL JOINTLY REVIEW ON SITE REQUESTS WITH

RESERVE COMPONENT LNO AND ATTEMPT TO DETERMINE MOST RESPONSIVE AND

LEQUEST OIC SITE.

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COMMUNICATION RESULT REPORT

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MSGID/ORDFR/OFFICE OF THE SECRETARY OF DEFENSE BUBJECT: LOAN OF HI ABRAHS TANKS TO FBI

- A. DODD SEES. S. DOD COOPERATION WITH CIVILIAN LAW ENFORCEMENT OFFICIALS. 15 JAN 56.
- B. AR SOD-53, SUPPORT TO CIVIL LAW ENPORCEMENT. 3 AUG 83.
- 1. THIS IS A EXECUTE ORDER. OSD HAS APPROVED THE LOAN OF THE MARAMS TANKS TO THE PBI AND TASKED ARMY TO EXECUTE ACTION.
- 2. IAW REFERENCES A AND B YOU WILL PROVIDE THE FEDERAL BUREAU OF INVESTIGATION WITH TWO HE ABRAHS TANKE WET DAUGOD (CET) HAR 73. THE ABRAHS WILL BE LOAMED TO FOI WITHOUT OPERABLE WEAPONS SYSTEMS. ACTIVE DUTY HARKINGS WILL BE OBSCURED. POI DRIVERS WILL OPERATE VEHICLES.

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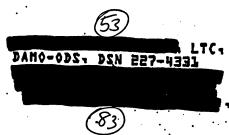
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- A. DODD 5525.5. DOD COOPERATION WITH CIVILLAN LAW ENFORCEMENT OFFICIALS, 15 JAN 86.
- B. AR SOU-53, SUPPORT TO CIVIL LAW ENFORCEMENT, I AUG BB.
- 1. THIS IS A EXECUTE ORDER. OSD HAS APPROVED THE LOAN OF TWO HE ABRAMS TANKS TO THE FBI AND TASKED ARMY TO EXECUTE ACTION.
- 2. IAM REFERENCES A AND B YOU WILL PROVIDE THE FEDERAL BUREAU OF INVESTIGATION WITH TWO ML ABRAMS TANKS NLT DEGLED (CST) HAR 93. THE ABRAMS WILL BE LOANED TO FBI WITHOUT OPERABLE WEAPONS SYSTEMS. ACTIVE DUTY MARKINGS WILL BE OBSCURED. FBI DRIVERS WILL OPERATE VEHICLES.



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APPROPRIATE MAINTENANCE SLICE WILL ACCOMPANY VEHICLES BUT WILL NOT BE ON BOARD DURING OPERATIONAL HISSIONS AND WILL NOT ASSIST. IN ANY ASPECT OF CIVIL LAW ENFORCEMENT.

3. A STANDARD DOD LOAN AGREEMENT WILL BE COMPLETED PRIOR TO RECEIPT OF THE EQUIPMENT TO THE FBI. AND UNDER THE PROVISIONS OF THE ECONOMY ACT. THE ARMY WILL BE REIMBURSED FOR ALL USE. THE FBI WILL ALSO PAY MAINTENANCE PERSONNEL PER DIEM AND ALL OTHER IDENTIFIABLE DIRECT AND INDIRECT COSTS. FBI POINT OF CONTACT TO COORDINATE LOAN AND FOR REIMBURSEMENT INSTRUCTIONS IS SPECIAL AGENT TO AFTER AT FBI HQ (BUB-324-67UU). THE DURATION OF THIS OPERATION HAS NOT BEEN DETERMINED.

4. Hada POC IS ZEL-17-431. CHL 703-437-431.

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MEMORANDUM YOU RECORD

SUBJECT: Request for Banismanh Auspark for Wass Operation

- 1. (m 25 March 93 the Bureau of Alconol. Tobacco and Firentma (ATF) requested the immediate loan of 12 Micos vehicles and two trucks (X a 1/2 or Beton) while terms and drivers. They have consistent that no commercially suitable vehicles are available in the local cross. The Micosa will be used fee ess-most paramillar the two trucks will be used for a possible contingency operation by the ATF in Waco.
- 2. Upon BOB approved the Texas Matienal Guard Will provide this support. Military markings will be chaquad. Appropriate maintenance stice is already on Rand; no additional permission fraced to maintain trucks. ATP agents will operate the M1009 vehicles and Matienal Guard personnel will operate the two vehicles and Matienal Guard personnel will operate the two vehicles and Matienal Guard personnel will operate the two vehicles and will not participate in any aspect of civil law enforcement and will be septembered to operations in made and secure areas. SOCUTO ATORS.
- 3. A standard DUD loan agreement will be completed prior to receipt of the equipment to the ATF and under the previsions of the Economy but the Any will be reimbursed for all the: The ATF will also pay maintenance personnel par diem and all other identifiable direct and indirect costs. ATF point of contact to coordinate loan and for reimbursement instructions is DOD limited actions. Loan and for reimbursement instructions in the contact in according to inderinity (until completion or operations in maco) but will not exceed one was. will not exceed one year.
- 4. Providing this equipment will not degrade military preparedness.
- A. These antions are authorized under the provisions of the Economy Act and were coordinated with the Matienal Guard Bureau the Texas Them effice, cance and LAL (TTAR) ANTENAN . CA), OAR-ES

5 A

Acting ASA(ILLE) Decision to Loan M1009 Vehicles and Trucks to the ATT: OTHER DISAPPROVAL ADDROVAL

1D:703-607-7386

07 0655 MAR93 CALL to WKO C.P -Problems with Morning (EVs - 2 Options of Military HET More - Must have warrent Escort; D. Contract with Civilian Mover - will have to have FBI etc. Account #. 070710 MAS 3 02 Driver Try. Personnel & 1 RE CEV transp. - FBI says III Corps is going to Morethan. I Explained that III Corps HETS will have sume weight & breaking problem mand informed him that 070753 MF93 . of only 2 drivers would be trained. REQUESTED A COPY OF THE 070820m11293 .. EUC ACCUES ROSTER FROM REQUEST TENERISMENT DUNING OUR TO "NEWS TO KARIO". ALL PERS ASSEND DUTY HIN BOCH HAVE BOUND WILL BE INFORMED IN 1021160, OF THE KUQUEST WHEN HE RETURNS FROM WHEO 071014 MAR 93 -- Contacted pregarding some of 4 lift sets, 3 PVS-5 gom165, 3 litter stands. 3 little stand: 1 071024 MAR 93--LT SAURGE -- FBI KUROUSTS W/Fel Saileto BOU LRG LONG BOU المحادي ا MED LANG BOU 1 Som INVO REG BOU 1 SET M 58) TRLS (HAUL SAND EAGS) (10) 2 CEV Orivers trusting 07/232man 93 consteder

STOPPED inquiRing wato if He 5 07 8 1044 MAR93 WAS ON ACCESS ROSTER TO EOC, WAS NTHE ACCESS ROSTER AND 15 HeRe. PALLEL doeSNOT KNOW WHAT A 071050 MAR93 M 58 TRAILER 15, THE TRAILER THAT IS Needel 332 TRAILER THAT IS PULLED BY MILBAPL. CEV WILL NOT PULL ATRAILER. Preposition \$ 100 HOTTS & LOAD CEV'S 071122 MAR93 club w/II @ MATUS per Compo EOC. 071131 marg3 - Contested III compr 600, - Can not preportion HETTS @ MATES ware Approval ROCOTOCOD, III Compoler working miaz (2m) issue- terest with 07 142.42893 - allemptel Contact w contacted. 3 each 1/2 tox trailers 07/343 Hara3. (ampao) will be taken to Maco today to ! FOC with he informed upon delinery. 07:200 Maras - BED Holdy NEB-FOC motified Marys - DECO GOLLEY NOB-FOC notified of 3 Cach 1/2 ton trailers to EBI be tooned to FBI. notified about trailers being 071214 Yare3 delivered today 07/235/HAK93 - Attinuted to contact BOU'S & FLD JAMENTS 071247 MAK93 - - Pending bocces. 4 is light sits 3 m AVS-5 godalis 3 ea letter stands

GOUS/FLD SACKETS

Cash about MURE'S 12 12 in gress 1424 MAR 44 lass: Do not assets ATERS fine. mybe LATER on in week. 1500 MARC 1/4 for veh is on it's way to warco. 1500 MAR AUSTIN colled wisco to inform us when 1/4 for Accives IN WACU, ALSO WE COMMOT SUPPORT BUS AT This Time. # TElongs on Serving w/ DAINERS; SHINLID NEB RAROURLE
BE FORTHCOMING ON CEVE. (2) Respondel ATF Black have Ext to TSTC Compline formon 5-20 deffet boys no Bou's affected to use drug hours for ATT Blackhawk SAF mission. OK home. Will Call pazer. Cillad p 1650 De Cours mented to FBI. Pett him about

Light's equipment to FBI. Pett him about

And mass amound. Will coul voich

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nalled. Relayed approval of 2 Cevs and 1 m-88 bonts somber. Called (3) from Austin W OC. pilots for Sox ine / Ban. 10 m ply at Martidale. rolled, for home orwinder. ", Seanchlight on station Parled polify this crew. 1752 Carled ached for a number where Total of 5 approved (CE) 257-5021. Caled. Relayd

· JEJ March

THE NOUNLY OF SEARCH LIGHTS BECAME A REQUEST FOR SUPPORT- USE TO MAINTAIN THE SEARCH LIGHTS IN THE STARE COMS. BUT

1131 Fuel Total Fr ECK WACO; FBI 3807 gal Diesel ATF 153 "

1335 Rcid Cuil from The Concerning the 1/4 toury Stank lights: One if here at the Town and the office is a 2d 8 de in Frworth, Tr. 13 2 will will fout of packet all regt week - His Bee per # 474-3491.

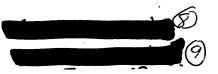
(orcaning the Search Degits, Cliso that he'll be out of porchet all Mest Week teaching a supply school.

1420 REPORT FOI HAS REQUESTED ZELL TO DOD.

FT. WORTH WILL BIZ PRESTAGED TO WARD ARWORY
MONDAY MORNING, SEMPLEH LIGHT LOCATED AT
AUSTIN TMP, HAS A BAD CONVERTER. 49AD WILL
CONTINUE TO TRY TO REPAIR BUT THERE IS

LITTLE HOPE.

1825 STREP PROUDED TO TIL CORPS, 1835 " " " NGB



SHIFT CHANGEL 1900 NGB SITZEP 10643 II Corps 4th USA Called, Commo check. 50706 NGB-MS Called and Soud the 5 0744 searchlights were not revenue property. the TAC CON Approve lend to FBI. (SITREP Report from Waco. 12 Mil 1 CIU T 0958 He seach lights were approved. The be at wall, from It with, at 0830-0900 hr. The me in Quelon is broke and will be looked at today confirmed that there 13 mil41-cm 6 mechanics rather than 5 recommends that 3 830 instruct Personnel on how to operate Search ligh



DEPARTMENTS OF THE ARMY AND THE AIR FORCE

NATIONAL GUARD BUREAU WASHINGTON, D.C. 20310-2500



NGB-CDS (500)

26 February 1992

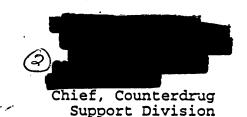
MEMORANDUM FOR The Adjutant General, Texas, ATTN: AGTX-CD, P.O. Box 5218, Austin, TX 78763-5218

SUBJECT: Permission to Perform Counterdrug Support Mission Number 15

- 1. Reference AGTX-CD memorandum, 16 Feb 93, SAB, the following information is provided:
- a. The request to add mission number 15, Engineer Support, to the Texas FY93 Counterdrug Support Plan is approved.
- b. It is understood that this additional support mission will not impact on other current missions or require additional funding.
- 2. The NGB-CDS-O point of contact is cr Commercial (703) 756-5847.

DSN 289-5847

FOR THE CHIEF, NATIONAL GUARD BUREAU:



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ARMY AVIATOR'S FLIGHT RECORD
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INFO OSD WASHINGTON DC

CJCS WASHINGTON DC

CSA WASHINGTON DC

TAG TX AUSTIN TEXAS

FBI WASHINGTON DC

CNGB WASHINGTON DC//ARO-OM//

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MSGID/ORDER/ASSISTANT SECRETARY OF THE ARMY (INSTALLATIONS, LOGISTICS, AND ENVIRONMENT)

SUBJECT: LOAN OF COMBAT ENGINEER VEHICLES (CEV) M728 TO FBI

- A. AR 700-131, LOAN AND LEASE OF ARMY MATERIEL, 4 SEP 87.
- B. AR SOD-51, SUPPORT TO CIVIL LAW ENFORCEMENT, 1 AUG 83.
- 1. THIS IS AN EXECUTE ORDER. THE ACTING ASA(ILBE) HAS APPROVED THE LOAN OF TWO CEV'S TO THE FBI.
- PROVIDE THE FEDERAL BUREAU OF INVESTIGATION IN WACO, TEXAS, WITH TWO CEV'S NET DAZOOD (CST) MAR 93. THE CEV'S WILL BE LOANED TO FBI

COMEBACK COPY REQUESTED

CHIEF, MILITARY SUPPORT DIVISION

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WITHOUT OPERABLE WEAPONS SYSTEMS. ALL ARMY MARKINGS WILL BE OBSCURED. FBI DRIVERS WILL OPERATE VEHICLES. APPROPRIATE MAINTENANCE PACKAGE SHOULD ACCOMPANY VEHICLES, BUT ARMS PERSONNEL WILL NOT BE ON BOARD DURING OPERATIONAL MISSIONS AND WILL NOT ASSIST IN ANY ASPECT OF CIVIL LAW ENFORCEMENT.

RECEIPT OF THE EQUIPMENT TO THE FBI. ALL USE IS REIMBURSABLE UNDER THE PROVISIONS OF THE ECONOMY ACT. THE FBI WILL ALSO PAY MAINTENANCE PERSONNEL PER DICH AND ALL OTHER IDENTIFIABLE DIRECT AND INDIRECT COSTS. FBI POINT OF CONTACT TO COORDINATE LOAN IS SPECIAL AGENT JIN SHINE AT FBI HR (202-324-6700). REQUEST FOR REIMBURSEMENT SHOULD BE FORWARDED TO FBI HEADQUARTERS, BOTH AND PENNSYLVANIA AVENUE, NW. ATTN: ASSISTANT DIRECTOR DIVISION 3, SUPPORT OF MC BU. THE DURATION OF THIS OPERATION HAS NOT BEEN DETERMINED.

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MAR 93 PP

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HQDA WASHINGTON DC//DAMO-ODS//
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FBI WASHINGTON DC

CNGB WASHINGTON DC//ARO-OM//

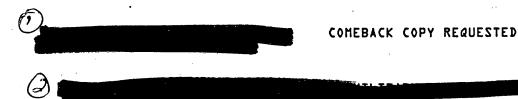
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FOUO '

MSGID/ORDER/ASSISTANT SECRETARY OF THE ARMY (INSTALLATIONS, LOGISTICS, AND ENVIRONMENT)

SUBJECT: LOAN OF COMBAT ENGINEER VEHICLES (CEV) M728 TO FBI

- A. AR 700-131, LOAN AND LEASE OF ARMY MATERIEL, 4 SEP 87.
- B. AR 500-51, SUPPORT TO CIVIL LAW ENFORCEMENT, 1 AUG 83.
- 1. THIS IS AN EXECUTE ORDER. THE ACTING ASA(ILBE) HAS APPROVED THE LOAN OF THREE ADDITIONAL CEV'S AND ONE M&B TANK RETRIEVER TO THE FBI.
- PROVIDE THE FEDERAL BUREAU OF INVESTIGATION IN WACO, TEXAS, WITH THREE ADDITIONAL CEV'S AND ONE MAB. THE CEV'S WILL BE LOANED TO THE



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MAR 93 PP

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FBI WITHOUT OPERABLE WEAPONS SYSTEMS. ALL ARMY MARKINGS WILL BE
OBSCURED. FBI DRIVERS WILL OPERATE VEHICLES. APPROPRIATE
MAINTENANCE PACKAGE SHOULD ACCOMPANY VEHICLES. BUT ARMG PERSONNEL
WILL NOT BE ON BOARD DURING OPERATIONAL MISSIONS AND WILL NOT ASSIST
IN ANY ASPECT OF CIVIL LAW ENFORCEMENT.

RECEIPT OF THE EQUIPMENT TO THE FBI. ALL USE IS REIMBURSABLE UNDER
THE PROVISIONS OF THE ECONOMY ACT. THE FBI WILL ALSO PAY MAINTENANCE
PERSONNEL PER DIEM AND ALL OTHER IDENTIFIABLE DIRECT AND INDIRECT
COSTS. FBI POINT OF CONTACT TO COORDINATE LOAN IS SPECIAL AGENT
AT FBI HQ (202-324-6700). REQUEST FOR REIMBURSEMENT SHOULD BE
FORWARDED TO FBI HEADQUARTERS, LOTH AND PENNSYLVANIA AVENUE, NW,
ATTN: ASSISTANT DIRECTOR DIVISION 3, SUPPORT OF MC &O. THE DURATION
OF THIS OPERATION HAS NOT BEEN DETERMINED.

4. HQDA POC IS 127-4331, CML 703-697-4331.

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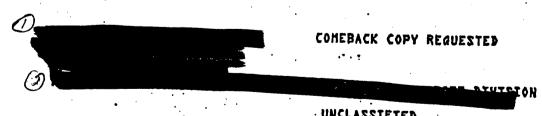
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MSGID/ORDFR/OFFICE OF THE SECRETARY OF DEFENSE SUBJECT: LOAN OF HA ABRAHS TANKS TO FBI

- A. DODD 5525.5, DOD COOPERATION WITH CIVILIAN LAW ENFORCEMENT OFFICIALS, 15 JAN 86.
- B. AR 500-53, SUPPORT TO CIVIL LAW ENFORCEMENT, I AUG AB.
- 1. THIS IS A EXECUTE ORDER. OSD HAS APPROVED THE LOAN OF THO HI ABRAHS TANKS TO THE FBI AND TASKED ARHY TO EXECUTE ACTION.
- 2. IAW REFERENCES A AND B YOU WILL PROVIDE THE FEDERAL BUREAU OF INVESTIGATION WITH TWO ML ABRAMS TANKS NLT DAULDD (CST) MAR 93. THE ABRAMS WILL BE LOANED TO FBI WITHOUT OPERABLE WEAPONS SYSTEMS. ACTIVE DUTY MARKINGS WILL BE OBSCURED. FBI DRIVERS WILL OPERATE VEHICLES.



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APPROPRIATE MAINTENANCE SLICE WILL ACCOMPANY VEHICLES BUT WILL NOT BE ON BOARD DURING OPERATIONAL HISSIONS AND WILL NOT ASSIST. IN ANY ASPECT OF CIVIL LAW ENFORCEMENT.

RECEIPT OF THE EQUIPMENT TO THE FBY. AND UNDER THE PROVISIONS OF THE ECONOMY ACT. THE ARMY WILL BE REIMBURSED FOR ALL USE. THE FBY WILL ALSO PAY MAINTENANCE PERSONNEL PER DIEM AND ALL OTHER IDENTIFIABLE DIRECT AND INDIRECT COSTS. FBY POINT OF CONTACT TO COORDINATE LOAN AND FOR REIMBURSEMENT INSTRUCTIONS IS SPECIAL AGENT. THE HAR (MORE-324-6/HU). THE DURATION OF THIS OPERATION HAS NOT BEEN DETERMINED.

4. HEEP-TP-43-1. THEY-TSS NZG .

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POINTS OF CONTACT



FBI HRT S-2, Robotics Interface FBI SAC FBI SAC FBI HRT FBI HRT FBI HRT FBI Technical Coordinator FBI Technical Coordinator FBI, Waco FBI HRT S-4 FBI, Huntsville FBI, Huntsville FBI, Washington, DC FBI, Washington, DC
FBI, Washington, DC
FBI, Washington, DC
FBI, Washington, DC
FBI, Baltimore, MD
FBI, Baltimore, MD
FBI, Baltimore, MD
USMC Command Post, HQMC USMC OPS III Corps Army Liaison to Waco

Phone Numbers

Forward TOC
Forward Tech Ops
FBI, Washington, DC
FBI, Waco, TX
Rear TOC
USMC CP
USMC OPS
Waco Ryder Rental

817-867-6974, 799-6433/0053 867-0775 202-324-6700 799-0002 817-799-2378 703-224-3554 703-224-4177/2180 800-327-3399, 817-776-0990

8 March 93

(U) STATUS OF SUPPORT TO THE FBI AND BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS (BATF) IN WACO, TEXAS (U). This EXSUM is self-initiated. Military support continues as federal law enforcement agencies report little change in the status quo. In addition to the two UH-1 helicopters and the seven Bradleys on site, two M1 Abrams tanks were loaned (by FORSCOM) to the FBI on 7 March. The loan was directed by OSD and tasked to Army to execute under the provisions of the Economy Act. FBI personnel received training prior to the loan of the vehicles and will operate Abrams. Abrams were loaned with inoperable weapons systems. Additional FBI request for two CEV's is pending at OSD. PROVIDE MEMO

APPROVED FOR FORWARDING
FOR CSA/VCSA EXSUM SUMMARY
YES:
NO:

APPROVED BY

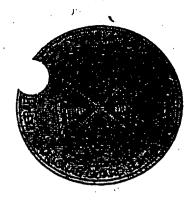
8 March 93

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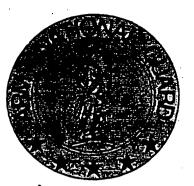
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FOR CSA/VCSA EXSUM SUMMARY YES:	
NO	•

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Army National Guard Readiness Center

111 South George Mason Drive Arlington, VA 22204-1382



FROM: NGB-ARO-OC

NAME:

PHONE: (703) 607-9350

DSN 327-9350

DATE/TIME

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MONTH/YEAR

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TO: 1

ATTN:

PHONE: (512) 465 - 5607

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t/o: 02075

grade/rank: E/

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prepared: 8 MAR 1993

advances/prior payments: 0.00

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travel type: Tby

total entitlement less partial payments

total charged to acct. class 170.15 less travel advances 0.00

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- I. The required organizational maintenance will be perfermed before releasing equipment the BORROWER, if parts are available (see item 3d).
- g. The BORROWER will appoint a representative for the purpose of making joint inspectic and inventory of all materiel when the BORROWER physically picks up or returns the borrowed materiel. Upon pickup (or receipt after shipment) of the borrowed materiel, the accounting efficer of the borrowing activity (or his authorized representative) will sign the appropriate documents acknowledging receipt and possession of the materiel. Upon return of the materiel the LINDER, the BORROWER will certify that 'the quantities listed in the shipping document (loan) are correct.' In instances where BORROWER representatives authorized to receive and costs related to the loan will be valid.
- h. The BORROVER is responsible for care and maintenance of borrowed material during the term of the loan The borrower will provide sufficient personnel and facilities to adequate operate, maintain, protect, and secure the borrowed material. The borrower will maintain the material in a serviceable condition and ascertain that it is returned to the LEEDER in as go a condition as when it was loaned (fair wear and tear excepted). Equipment will be returned LEEDER IAW -10/20 series TM maintenance standards. Becords of maintenance performed will be returned to LEEDER with the borrowed equipment.
- i. The BORROWER will store, safeguard, and secure high value stems, or arms in a manner consistent with common practice, public law, and local regulations.
- 1. The borrower will prevent misuse of borrowed material; or its use by unauthorized persons.
- k. The BORROWER agrees to indomnify the LEWDER, any agent of the LEWDER, and the STATE TEXAS in the event of any loss, damage, or destruction of preparty that results in peruniary charges against the LEWDER. Sts. agent, or the State of Texas imposed pursuant to 32 U.S.C. 7 as implemented by AB/AREG regulations.
- 1. Military BORROWERS will perform and pay for costs of mintenance service prescribed official publications applicable to particular items including any preservation, replacement and/or repairs incident to the loan.
- M. A record of gasoline consumed, eil added, and repairs made, including parts replaced will be furnished to the LENDER upon return of the equipment. The LENDER will ensure that f tanks of vehicles and other POL-consuming equipment are full at time of the loan, and the BORROWER will full fuel tanks at time of return.
 - B. Equipment log books/forms will remain in custody of the LERDER.
- o. Yroperty will remain on the property records of the LEXDER supported by a receipt fr the BORROWER and the original copy of this loan agreement.
- p. The BORROWER will provide to LENDER the MMC/MC status of the equipment by the 10th d of each months.

- q. The BORROWER will neither make nor permit any modification, removal or alteration of any borrowed material except with permission of the approving authority for the loan. The BORROWER will not cannibalize the burrowed material. All merial numbered items to include radios must be returned to lender and not substitutions.
- P. The BORROWER will not mortgage, pledge, assign, transfer, subjet, or part with possession of any borrowed material in any manufer to any third party either directly or indirectly except with the prior written approval of the lender.
- s. At all times the lender shall have free access to all loaned material for the purpos
- t. The borrower will return borrowed material to a location designated by the lander mitterial is no longer needed; upon termination of the loan period (including any approve extension); or upon demand therefore by the LENDER. The LENDER will provide documents to be used by the borrower to return to LENDER.
- 4. PAYMENT. The BORROWER will reimburse the lender for expenses incurred in connection wit
- a. Cost of pickup and return of borrowed property to include cost of repair parts (65 percent of the acquisition cost for DI items).
- b. Labor to install/repair parts/repair equipment at the standard labor rate published RGB.
- c. Labor required to inspect equipment for issue/turn-is using the average time require for issue and turn-in at the standard labor rate published by MGB.
 - d. The proper operation and use of property during the period of the leas.
 - e. Cost of repairs and rehabilitation of property resulting from uso by the BORROWER.
- f. Replacement in bind and/or reimbursement of less, damage, and destruction through causes other than fair wear and tear, including prompt investigation of the circumstances of such loss, damage, or destruction when such investigation is requested by the State of Texas
- f. Ensure that the equipment is not used in any way to discriminate based on race, cree or color and taking reasonable measures to make certain said loaned property is not used for other than efficial approved activities.
- A. The BORROWER will reimburse the lender for any expenses accessary to repair, rehabilitate, or preserve the material following its return to the lender. (MOTE: Of any borrowed material, unless depreciation is significant.)
- i. The BORROWER will relaburse the LEEDER for costs incident to the pay of Army personn: who may be temporarily required to operate, maintain, guard, or otherwise attend to borrowed Army material. This includes travel and per diem costs for both Army uniformed and civilian personnel, and regular salary and overtime costs for Army civilians.
- j. The BORROWER will reimburse the LEMPER for any other expense to the lender arising in connection with this loan.

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secretary of the Arm	as the Government's Fran	tion or fact arising under this loam agr OEE and the BORROWER shall be decided by Tutive Agent. or by his facilities	****
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ACREMENT FOR THE LOAD OF US ARKY MATERIES. For use of this form, see AR 700-131; the proponent agency is DCSLOG

"This loan agreement is entered into, by, and between the United States of America, hereinafter until the lumier," represented by (b) <u>USPF+O FOR TEXAS</u>

tor spe barbose of	entering into this agreement, and (a) FEDERAL BURFAU AE	
INVESTIGATION	hereinafter called 'the borrower,' represented by (c)	
200	for the purpose of entering into this agreenent.	
A STATE OF THE STA		
1. PURPOSE. Unde	the authority of (d) AL 700-131	

- 1. PURPOSE. Under the authority of (d) AL 700-131
 the lender hereby lends to the borrower and the borrower hereby borrows from the lender the Government material, hereinafter called "the material," listed and described in Exhibit 1 hereto attached and incorporated by reference into the terms of this agreement, which material is required by the borrower for (e) USE IN SUPPORT OF LAW ENFORCEMENT EFFORTS IN THE VICINITY, OF WACO TEXAS.
- 2. TERM. This loan of materiel is intended to meet a temporary need covered by federal law. The borrower will keep the materiel only for the period of (1) 2-31 MARCH 1993 (not to exceed 90 days). Loans may be renewed, if justified, and requested by the borrower as approved by the lender. Nevertheless, the lender may revoke and terminate this agreement and sand return of the materiel in whole or in part at any time.
- 3. COMPITIONS. This agreement is predicated upon the following conditions:
- a. The LENDER will make every effort to ensure that each item of the material is furnishe to the BORROWER in a serviceable and usable condition according to its originally intended purpose. However, if the use for which the material is loaned will permit, material of a lesser condition will be loaned. This lesser condition will be noted on the appropriate loan documents. Nevertheless, the LENDER makes no warranty or guarantee of fitness of any of the material for a particular purpose or use, or warranty of any type whatsoever.
- B. This agreement covers only the specific federally ewned Mational Guard property particularly described in Appendix A (description will cover actual condition of property and is as uniquely descriptive terms as possible, such as motor number er model number) attached hereto and made a part thereof.
- c. The National Guard assumes no liability for personal injury or property damage resulting from use of property on loan and hereby prevides the property "as is" and makes no other warranties as to litness for particular purpose or otherwise.
- d. Property will be inspected jointly by the LEMDIA and the BORROWER before acceptance by the LEMDIA at the time of pickup and before acceptance by the LEMDIA at the time of return. A description of the actual condition of the property loaned is indicated in Appendix A. However, the property will be available "as is" at TSTC AIRPORT
- e. In event of loss, damage, or destruction ATC.

- 1. The required organizational minagenance will be performed before releasing equipment : the BCRROWER, if parts are available (see item 3d).
- 8. The BORROWER will appoint a representative for the purpose of making joint inspection and inventory of all materiel when the BOLROWER physically picks up or returns the borrowed materies. Upon pickup (or receipt after shipment) of the borrowd material, the accounting efficer of the borrowing activity (or his authorized representative) will sign the appropriate documents acknowledging receipt and possession of the materiel. Upon return of the materiel : the LEXDER. the BORROWER will certify that 'the quantities listed in the shipping document (loan) are correct. In instances where BORROWER representatives authorized to receive and sign for borrowed materiel are not available when the materiel is delivered, all claims for costs related to the loan will be walld.
- B. The BORROWER is responsible for care and maintenance of borrowed material during the term of the loan The borrower will provide sufficient personnel and facilities to adequately operate, maintain, protect, and secure the borrowed materiel. The borrower will maintain the materiel in a serviceable condition and ascertain that it is returned to the LIMBR in as good a condition as when it was loaned (fair wear and tear excepted). Equipment will be returned t LENDER IAW -10/20 series TM maintenance standards. Becords of maintenance performed will be returned to LENDER with the borrowed equipment.
- i. The BORROWER will store, safeguard, and secure high value stame, ar arms in a manhar consistent with common practice, public law, and local regulations.
- j. The borrower will prevent misuse of borrowed materiel; or its use by unauthorized persons.
- k. The BORROWER agrees to indemnify the LIMPER, any agent of the LIMPER, and the STATE (TEXAS in the event of any loss, damage, or destruction of property that results in pecuniary charges against the LENDER. Wis agent, or the State of Texas imposed pursuant to 32 U.S.C. 710 as implemented by AD/ARG regulations.
- 1. Military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform and pay for costs of military BORROWERS will perform the costs of military BORROWERS will perform the costs of military BORROWERS will perform the costs of military BORROWERS will perform the costs of military BORROWERS will perform the costs of military BORROWERS will perform the costs of military BORROWERS will be added to the costs of mi official publications applicable to particular items including any preservation, replacement. and/or repairs incident to the loan.
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- o. Property will remain on the property records of the LEMBER supported by a receipt fro the BORROWER and the original copy of this toan agreement.
- P. The BORROWER will provide to LEIDER the MMC/MC status of the equipment by the 10th dr of each months.

- q. The BORROWER will neither make nor permit any modification, removal or alteration of any borrowed material except with permission of the approving authority for the loan. The BORROWER will not cannibalize the burrowed material. All serial numbered items to include radios must be returned to lender and not substitutions.
- p. The BORROWER will not mortgage, pledge, assign, transfer, subjet, or part with possession of any borrowed material in any memory to any third party either directly or indirectly except with the prior written approval of the lender.
- g. At all times the lender shall have free access to all loaned material for the purpose of inspecting or inventorying it.
- t. The borrower will return borrowed material to a location designated by the lender when the material is no longer needed; upon termination of the loan period (including any approved extension); or upon demand therefore by the LENDER. The LENDER will provide documents to be used by the borrower to return to LENDER.
- 4. PAYMENT. The BORROWER will reimburse the lepter for expenses incurred in connection with this loan as provided below:
 - a. Cost of pickup and return of borrowed property to include cost of repair parts (65 reent of the acquisition cost for DI items).
- b. Labor to install/repair parts/repair equipment at the standard labor rate published by MGB.
- c. Labor required to inspect equipment for issue/turn-is using the average time required for issue and turn-in at the standard labor rate published by MGB.
 - d. The proper operation and use of property during the period of the lean.
 - e. Cost of repairs and rehabilitation of property resulting from use by the BORROWEL.
- f. Replacement in kind and/or reinbursement of loss, danage, and destruction through causes other than fair wear and tear, including prompt investigation of the circumstances of such loss, danage, or destruction when such investigation is requested by the State of Texas.
- g. Ensure that the equipment is not used in any way to discriminate based on race, crewl, or color and taking reasonable measures to make certain said loaned property is not used for other than efficial approved activities.
- h. The BORROWER will reimburse the lender for any expenses accessary to repair, rehabilitate, or preserve the material following its return to the lender. (MOTE: Of any borrowed material, unless degreciation is significant.)
- i. The DORROVER will relaburse the LEMPER for costs incident to the pay of Army personnel who may be temporarily required to operate, mintain, guard, or otherwise attend to berrowed my material. This includes travel and per diem costs for both Army uniformed and civilian pronnel, and regular salary and evertime costs for Army civilians.
- j. The BORROWER will reimburse the LINDER for any other expense to the lender arising in connection with this loan.

2870000

(Applicable to loan agreements with Federal departments and agencies only.) The LEDE will indicate the specific accounting classification(s). 1530200

- OFFICIALS NOT TO DESERT. No member of or delegate to Congress shall be admitted to any share or part of this loan or to any benefit arising in connection with it.
- 6. CONTINUENCY FEES. He person or agency acting for or on behalf of the BORBONER to solicit or obtain the luan shall be paid any commission, percentage, brokerage, or contingent fee in any may connected with this loan.
- 7. DISTUTES. Any disputes concerning a question or fact arising under this loan agreement which are not surtually disposed of by the LEMDER and the BORROWER shall be decided by the Secretary of the Army as the Government's Executive Agent, or by his designee.

Done at (1) NACO TEXAS

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typed name, grade/rank of Army Approving authority Signature of Approving Authority or for the loan, or his designee

designee

Typed Same of Chief Execudesignee of the borrowing agency, authority or activity.

Signature Designee

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k. (Applicable to loan agreements with Federal departments and agencies only.) The LEMD: will indicate the specific accounting classification(s).

- 5. OFFICIALS NOT TO DENZFIT. No member of or delegate to Congress shall be admitted to any share or part of this loan or to any benefit arising in connection with it.
- O. CONTINGENCY FEES. No person or agency acting for or on behalf of the BORROWER to solicit or obtain the luan shall be paid any commission, percentage, brokerage, or contingent fee in
- 7. DISPUTES. Any disputes concerning a question or fact arising under this loan agreement which are not mutually disposed of by the LENDER and the BORROWER shall be decided by the Secretary of the Army as the Government's Executive Agent. or by his designee.

Done at (g) WACO TEXAS

CPT for the loan, or his designee Army Approving authority Signatur

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MEMORANDUM FOR RECORD

SUBJECT: FBI Request for Two CEV (M728s)

- 1. On 8 March 93, OSD-ES (advised this office telephonically that the attached FBI request for two CEV's had been tasked to the Army for action.
- 2. The Abrams will be loaned to FBI without operable weapons systems. Army markings will be obscured. FBI drivers will operate vehicles. Appropriate maintenance slice will accompany vehicles but will not be on board during operational missions and will not assist in any aspect of civil law enforcement.
- 3. A standard DOD loan agreement will be completed prior to receipt of the equipment to the FBI, and under the provisions of the Economy Act, the Army will be reimbursed for all use. The FBI will also pay maintenance personnel per diem and all other identifiable direct and indirect costs. FBI point of contact to coordinate loan and for reimbursement instructions is Special (202-324-6700). The duration of this

operation has not been determined.

4. These actions are authorized under the provisions of the Economy Act and were coordinated with NGB

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ADJUTANT GENERAL'S DEPARTMENT

Post Office Box 5218 Austin 28 28763-5218 512-455-5001

AGTX-CD (37)

08 MARCH 1993

MEMORANDUM FOR The Director, Counterdrug Task Force, Attn: NGB-CD (Mr. Washington, DC 20310-2500

NAME 209

SUBJECT: Supplemental Funding FY93 Counterdrug Support Program

1. Due to the extension of the McClellan County operation it is necessary for Texas to request additional funding to cover the cost of the requirements placed on Texas by Federal agencies. The amount of this request is Silver Fey and Allowance, and \$100,000 for OSM.

2. This additional request for funds is to our request dated 12 January 1993 for an additional \$250,000.

3. POC is COMM 512-465-5154, DSN 954-5154.

Name 210

Task Force Commander

Name 211

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INFORMATION PAPER

A raid on a compound 20 miles east of Waco, Texas. The compound, belonging to a heavily armed religious cult, was suspected of producing Methamphetamine drugs and weapons.

The operation was planned by Bureau of Alcohol, Tobacco, and Firearms (ATF) in coordination with Operation Alliance, JTF-6, and the Texas National Guard providing operational support. The raid has been in the planning stages for about two months. Operational training of ATF agents in raid procedures was conducted by JTF-6 at Fort Hood, Texas. A National Guard C-26 assisted in Intel gathering about one and a half months ago.

The operation staging area is Texas State Technical College and Airfield. At about 1000 hours on 28 February 1993, the operation kicked off with about 90 ATF agents involved in the ground assault. At about 30 yards from the main complex, agents received heavy fire. As a result, 4 agents were killed and 16 were wounded. The agents then went into a defensive posture and negotiated a cease-fire after a 45 minute fire fight.

In support of the operation (initially) were three National Guard helicopters, 1 UH-60 Command and Control Aerial Platform, 2 RAID helicopters, providing communication and observations. All three received hits by weapons fire while approximately 400 - 450 yards from the building; three rounds hit the UH-60, three rounds in one RAID A/C, and one hit on the other. The A/C were hit by what appeared to be 7.62 rounds.

National Guard support consisted of eight Aviation and nine ground support personnel. Ground Support consisted of a bus, a water trailer, and a 2 1/2 ton truck with tents for base camps.

There were no National Guard casualties.

Other Information:

- o ATF tracked weapons part shipment made through UPS.
- o There appeared to be a leak of the operation by a newspaper reporter
- o The compound consisted of the main building on a 77 acre complex
- o About 75 people in main building 50 women and

children and 25 men who are all armed

- o They are believed to possess a 50 cal. machine gun or larger
- o 10 Bradley vehicles were loaned to the LEAs 9 arrived at about 0115 on 1 March 1 arrived at about 0300 on 1 March Driver's Training was completed at 0530.
- o The Bradley's will move forward to within 200 yards of objective area at day-light
- o 2 UH-1 helicopters were loaned to the FBI for hostage evacuation. Crew Chiefs were needed but once mission becomes hot crew chiefs will not take part. Pilots will be FBI agents.

As of 0600, 8 children had been released from the compound. The leader, agreed to release the children by two's each time he has granted access to the local radio stations. The total number of children in the compound is not known.

The Texas National Guard was providing support in accordance with their approved State Plan (approved by OSD), and IAW NGR 500-2 National Guard Counterdrug Support to Law Enforcement Agencies.

The status of personnel is Title 32 as all Counterdrug Support missions are performed.

Missions approved in the Texas National Guard State Plan for Counterdrug Support and provided in support of ATF:

Mission 04 - Aerial Reconnaissance Mission 05 - Aerial Surveillance

Mission 14 - Admin/Intel/Commo Support

Rules of Engagement for National Guard personnel in support of the operations are as extracted from NGR 500-2, at Enclosure.

The helicopters were hit at 400-450 yards from building while airborne.

Information received as of 1000 hours on 01 Mar 93:

- o The FBI has brought in a national hostage team
- o The Operation is now joint FBI/ATF
 - o LEA leadership is currently in meeting expected to conclude at 1200 Central time

o ATF have signed for the TX National Guard Bradley Fighting Vehicles

Information contained herein was consolidated from that received at the ARNG Operations Center and NGB Counterdrug Task Force.

4th Amendment to the U.S. Constitution

DoD Directives: 5525.5 DoD Cooperation with Civilian Law Enforcement Officials; 5149.1; 5160.54

The Army Information Resources Management Program

AR 71-13

Department of the Army Equipment Authorization and Usage Program

AR 95-1

Flight Regulations

AR 130-5/AFR 45-17

Organization and Functions of National Guard Bureau

Serious Incident Reporting

AR 190-51

Security of Army Property at Unit/Installation Level

AR 310-49

The Army Authorization Documents System (TAADS)

AR 700-1

Army Conversion to the Metric System of Measurement

DA Pam 190-52

Personnel Security Precautions Against Terrorism

Operations (Reporting, Meaconing, Intrusion, etc.)

AFM 67-1

USAF Supply Manual

CTA 50-909

Field and Garrison Furnishings and Equipment

FORSCOM/ARNQ 350-2

Reserve Component Training

NGR 10-2

State Area Command, Army National Guard

NGR (AR) 95-1

ARNG Aviation: Flight Regulations (Modifies AR 95-

NGR 190-11

Physical Security of Arms, Ammunition, and Explo-BİVAS

NGR (AR) 350-1

Army National Guard Training

NGR (AR) 500-1/NGR (AF) 55-5

Military Support to Civil Authorities

NGR (AR) 600-85 Drug Abuse Prevention and Control

ANGR 23-01

State Air National Guard Headquarters

ANGR 35-03

Full-Time Military Duty Personnel Program - Air **National Guard**

Section III

National Interagency Counterdrug Institute (NICI) Publications

Special Reports

Public Lands Drug Control Committee - 1990 After **Action Assessment Seminar**

*Information and Intelligence Resources for the Law Enforcement Agencies on the Southwest Border

Counterdrug Managers' Course Resource Guide

National Guard Counterdrug Lessons Learned

NICI also publishes a variety of Information Papers, a monthly "NICI BULLETIN", on counterdrug related conferences and seminars, and "THE INFORMANT", a training and enforcement update.

*FOUO - Published for Operation Alliance. Available only to approved law enforcement and military agencies/organizations.

Appendix B Rules of Engagement and Use of Force

B-1. Purpose

The purpose of this guidance is to:

- a. Emphasize the importance of safety in the conduct of counterdrug support operations.
- b. Alert commanders to applicable areas of force protection, policy, and law.

B-2. Force Protection

Commanders at all levels will ensure that pre-operation (liaison) coordination and planning with supported law enforcement agencies address the safety of personnel and equipment throughout the operation. Consideration will be given to potential threats to Guard members and property for force protection purposes. Commanders will also ensure that public affairs efforts, directed at complying with the public's right to know, do not jeopardize the safety of Guard members and equipment by disclosing personnel identification in photographs or video recordings by the media.

B-3. Use of Force

All National Guard personnel will comply with the use of force guidelines contained in paragraph 2-2 of this regulations. Commanders at all levels must ensure that personnel are fully briefed upon, understand, and follow these restrictions.

B-4. Aircraft Safety

The operation of aircraft constitutes a significant potential hazard. Pilots in Command (PIC) are responsible for the aircraft and the lives of passengers and crew. In addition to other guidance on aircraft safety, the PIC will not fly into or land in areas where the aircraft is likely to be fired upon. PICs will take appropriate measures to ensure the safety of passengers and the aircraft when inserting law enforcement personnel during counterdrug operations.

B-5. Support Role

The role of the National Guard in drug interdiction and law enforcement support operations is to support LEAs. Commanders will ensure that their personnel are not placed in situations that are likely to bring them in direct contact with suspects. They will also ensure that Guard members are not knowingly sent or directed to enter into a hostile environment where there is a probability of encountering small arms fire or life threatening situations. If life threatening situations occur, they must be handled according to use of force rules. Any final decision to go or not to go into a possible life threatening situation should be made using prudent judgment, keeping in mind that the safety of personnel is our greatest concern.

B-6. Arming of Troops

The Adjutant General will determine whether or not troops will be armed. Since the National Guard is in a support role and not directly engaged in law enforcement, Guard members will not routinely be armed. Weapons and small arms ammunition, when issued, will only be used for personal protection. Arms and ammunition will be secured until issued. Rounds will be chambered only on order of the senior military member present and in conjunction with the supported LEA. Firearms will not be discharged from alreraft or motor vehicles.

B-7. Rules of Evidence

Court system rules provide that exhibits cannot be offered into evidence in legal proceedings unless a chain-of-custody can be shown. This is especially true for items subject to adulteration. To ensure admissibility of evidence, only LEOs should seize or possess any items that are considered, or may become, evidence.

B-8. Tort Liability

The Federal Tort Claims Act (FTCA) is applicable to Guard members engaged in drug interdiction and law enforcement support in a Title 32 status. Individuals whose property is lost, damaged, or destroyed, or who suffer personal injury or death as a result of a negligent act or omission of a Guard member acting

within the scope of his employment may file a claim against the United States under the FTCA. Guard members acting within the scope of their authority and performing approved support (listed in State Counterdrug Support Plans and approved by Office of the Secretary of Defense (OSD)) requested by LEAs, are immune from suit except for Constitutional torts (i.e., when a negligent act or omission constitutes a violation of the Constitutional rights of the injured party, including persons suspected of criminal activity); and, certain intentional torts, such as assault and battery, and false arrest or imprisonment. Guard members engaged in counterdrug support activities in State Active duty status are entitled to whatever protections and immunities are afforded by state law.

B-9. Pre-commitment Briefing

Prior to participating in an operation, Guard members will be provided with training as prescribed by this regulation and will be briefed on all aspects of the operation to include restrictions and limitations, use of force, safety, and force protection, and will be issued written guidance approved by the state JAG. Such written guidance will advise them of rules of engagement, their status (State Active Duty or Title 32), tort protection, and medical benefits. Guard members performing an operation of extended duration will receive an initial pre-commitment briefing and will be briefed semi-annually thereafter. The briefing officer will certify that personnel have been briefed. Copies of written guidance provided as well as lists of individuals briefed will be maintained by the states.

Glossary

Section I
Abbreviations

ADSW Active Duty Special Work

AFSC Air Force Specialty Code

AGR Active Guard Reserve

ANG Air National Guard

ANGRC/CD
Air National Guard, Counterdrug Division

ANGRC/LGS
Air National Guard, Directorate of Logistics

ANGRC/SGP Air National Guard, Physical Standards Branch such checks on individues volunteering for duty may be found in AR 380-67 and AFR 205-32.

(1) Each volunteer must be notified that integrity screening will be undertaken and that certain requirements must be met before a tour assignment can be made.

(2) Written consent will be obtained before background checks may be started.

(3) Personnel investigative reports and integrity determination information will be safeguarded and disposed IAW AR 380-67 or AFR 205-32.

(4) Integrity checks will collect the minimum amount of information necessary to determine suitability of the applicant for the Counterdrug Support Program. Sources which may be investigated Include the military personnel records jacket, local criminal records, files of the National Crime Information Center, and other records. (See the Counterdrug Coordinator's Handbook, App D.) An applicant must also have a favorable NAC/ENTAC within the last fifteen years.

(5) Interviews of the Guard member will be conducted by the appropriate supervisor in the Counterdrug Support Program IAW AR 380-67, appendix G or AFR 205-37, attachment 7.

(6) Additional criteria determining eligibility for assignment to a sensitive position within the counterdrug program includes, but is not limited to, security standards set forth in AR 380-67, paragraph 2-200 or AFR 205-32, paragraph 8-1.

(7) Only personnel who are recommended by their unit commander as being suitable for the Counterdrug Support Program will be considered for such duty.

(8) Review each individual's medical record to ensure there are no preexisting or disqualifying conditions prior to placing them on orders. (See para 2-9, Medical requirements.)

2-5. Planning

- 2. Each state will submit an annual Counterdrug Support Plan to the National Guard Bureau, ATTN: Counterdrug Task Force, for review and staffing prior to the plan's submission to SECDEF for approval. Plans will conform to Counterdrug Task Force guidelines and be approved and signed by the state Adjutant General.
- A Supplemental plans received after initial plan submission will be considered at the mid-year review. Upon approval at that time, funds will be authorized as available.
- c. POMSOs/Counterdrug Coordinators will oversee preparation of plans for support as requested by a LEA.
- d. The POMSO/Counterdrug Coordinator will establish and maintain a folder for each operation. The folder will contain all pertinent documentation to

definition of "an operation" are contained in the Counterdrug Coordinator's Handbook.

- e. All air assets will be controlled by the State Army Aviation Officer (SAAO) for the Army Guard and the Executive Support Staff Officer (ESSO) for the Air Guard. Counterdrug flying hour support requests will be reconciled with these offices. (See paragraph 2-9, Flying hours/air support, of the Counterdrug Coordinator's Handbook.)
- f. Request Channels. LEAs will request support from the POMSO/Counterdrug Coordinator. Requests which are beyond the capability of the National Guard will be forwarded to the appropriate Continental United States Army (CONUSA) and will be coordinated by the National Guard CONUSA Liaison Officer. In areas where LEA federations such as Operation Alliance or Project North Star exist, the aforementioned may be altered to accommodate regional procedures. Retain plans and supporting documents for two years. (Specific coordination requirements are contained in the Counterdrug Coordinator's Handbook.)
- g. Missions are consolidated to minimize duplication. The following missions list has been coordinated with and approved by the Office of the Secretary of Defense (OSD):

Mission #	Title	•
Msn #	1	Surface Deserve
. Msn#	ż	Surface Reconnaissance
Msn #	3	Surface Surveillance
Msn #	4	Surface Transportation Support
Msn #	5	neconnaissance
Msn #	-	Aenai Surveillance
Msn #	6	Aerial Transportation Support
141211 #	7	Ground Radar Support (in-
8.4		cludes Security)
Msn #	8	Cargo Inspection
Msn #	9	Training Program (10 co.
Msn #	10	Training Program (NG & LEA)
Msn #	11	Aerial Photo Reconnaissance
		Coordination, Liaison, and
Msn #	12	Management Marine
	•	Marijuana Greenhouse/Drug
		Laboratory Eradication (Do.
Msn #	•	rection
	13	Film Processing for Photo
Msn #		neconnaissance
141211 #	14	Administrative, Information
		AUF, LOGISTICS, and
		Maintenance Support
Msn #	15	Engineer Support
Msn #	16	Aerial Interdiction Support
		" Support

Refer to The Counterdrug Coordinator's Handbook for mission descriptions and requirements.

2-6. Memoranda of Understanding (MOU)

a. For agencies receiving countedrug support for a total of more than 30 days, states are required to develop MOUs with a LEA prior to providing the re-

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OFFICE OF THE SECRETARY OF DEFENSE

WASHINGTON, DC 20301-1000

8 March 1993

MEMORANDUM FOR HQDA DAMO-ODS, MILITARY SUPPORT DIVISION

SUBJECT: Support to FBI

Request you take the attached FBI requests for support, dated 7 March 1993, for action.

OSD POC is and STU III 703-695-0028.

-62

Executive Secretary

Attachment

C6 78039 **D**−991



OFFICE OF THE SECRETARY OF DEFENSE

WASHINGTON, DC 20301-1000

8 March 1993

MEMORANDUM FOR HQDA DAMO-ODS, MILITARY SUPPORT DIVISION

SUBJECT: Support to FBI

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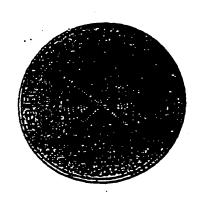
Michael B. Sherrield

Colonel, USA

Executive Secretary

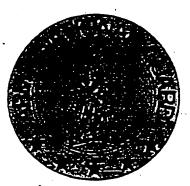
Attachment

Carried States



Army National Guard Readiness Center

111 South George Mason Drive Arlington, VA 22204-1382



FROM: NGB-ARO-OC

NAME:

PHONE: (703) 607-9350

DSN 327-9350

DATE/TIME

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TO: 🔽

ATTN:

PHONE: (512) 465 - 5607

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SUPPORT DIRECTORATE FOR OFFICAL USE ONLY

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TO CINCFOR FT MCPHERSON GA//FCJ3//
INFO DSD WASHINGTON DC

CSA WASHINGTON DC FBI WASHINGTON DC ZYUW RUEADWD9281 0670144

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UNCLAS FOUD

MSGID/ORDER/OFFICE OF THE SECRETARY OF DEFENSE SUBJECT: LOAN OF M1 ABRAMS TANKS TO FBI

A. DODD 5525.5, DOD COOPERATION WITH CIVILIAN LAW ENFORCEMENT OFFICIALS, 15 JAN 86.

B. AR 500-51, SUPPORT TO CIVIL LAW ENFORCEMENT, 1 AUG 83.

1. THIS IS A EXECUTE ORDER. OSD HAS APPROVED THE LOAN OF TWO M1 ABRAMS TANKS TO THE FBI AND TASKED ARMY TO EXECUTE ACTION.

2. IAW REFERENCES A AND B YOU WILL PROVIDE THE FEDERAL BUREAU OF INVESTIGATION WITH TWO M1 ABRAMS TANKS NLT OBO100 (CST) MAR 93. THE ABRAMS WILL BE LOANED TO FBI WITHOUT OPERABLE WEAPONS SYSTEMS. ACTIVE DUTY MARKINGS WILL BE OBSCURED. FBI DRIVERS WILL OPERATE VEHICLES. APPROPRIATE MAINTENANCE SLICE WILL ACCOMPANY VEHICLES BUT WILL NOT BE

ON BOARD DURING OPERATIONAL MISSIONS AND WILL NOT ASSIST IN ANY ASPECT OF CIVIL LAW ENFORCEMENT.

3. A STANDARD DOD LOAN AGREEMENT WILL BE COMPLETED PRIOR TO RECEIPT OF THE EQUIPMENT TO THE FBI. AND UNDER THE PROVISIONS OF THE ECONOMY ACT, THE ARMY WILL BE REIMBURSED FOR ALL USE. THE FBI WILL ALSO PAY MAINTENANCE PERSONNEL PER DIEM AND ALL OTHER IDENTIFIABLE DIRECT AND INDIRECT COSTS. FBI POINT OF CONTACT TO COORDINATE LOAN AND FOR REIMBURSEMENT INSTRUCTIONS IS SPECIAL AGENT TO THE TOWN AGENT TO THE DURATION OF THIS OPERATION ALS NOT BEEN DETERMINED.

OPERATION HAS NOT BEEN DETERMINED.

4. HODA POC IS

DSN 227-4331. CML 703-697-4331.

BT

(31)

ACTION DAMO-AOC(1)
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24 February 1993 ORDERS 037-204 CO E 249TH SPT BN (MAIN) 76501 TEMPLE TX (PEJE0-536) 201 N 31ST You are to proceed on temporary duty as shown below and will return to your permanent station upon completion of the duty. Temporary duty at : WACO, TEXAS Purpose: SUPPORT AGTX-CD OPERATIONS Type duty code: 40E Active Duty Special Work Number of days: 3 Day(s) (28 February 1993 - 02 March 1993 Will proceed date : 0730 28 FEB 1993 Additional instructions: (a) Government quarters and rations are not available. (b) Per diem is authorized in accordance with JFTR Vol 1. (c) Travel by government transportation is authorized. (d) Authority is granted to make such changes in duty locations as may be necessary for accomplishment of this mission. (e) Individual will submit DD Form 1351-2 through their Commander to AGTX-SCM-V NLT 5 days after performing duty. (f) P/D \$222.00 GA \$0 Acct clas: S41292 CTD PEJE0 Enl tvl/pd: 2132060 18-1041 P2M31.1100-211J/219J Format: 400 FOR THE ADJUTANT GENERAL: HQ, ARNG OFFICIAL

DISTRIBUTION: AGTX-CD (5) AGTX-SCF (2) *||||||||*

ADJUTANT



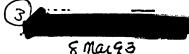
1-800-528-1234. Have a safe trip!

IH 35 @ BAYLOR UNIVERSITY PO BOX 174 WACO, TEXAS 76703 (817) 753-0316 FAX (817) 753-3811 RESERVATIONS 1 800 299-WACO (9226)

GUEST FOLIO

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ANTHORIZ	ED TD:
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	(4)
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ORDERS 048-082

11 March 1993

Following order is amended as indicated.

So much of: Orders 037204 this Hq dtd 24 February 1993

Pertaining to:

ADSW for (PEJE0-536) 201 N 3151

CO E 249TH SPT BN (MAIN)
TEMPLE TX 76501

As reads: NUMBER OF DAYS: 03 DAY(S) (28 FEB 1993 - 02 MAR 1993)
How changed: NUMBER OF DAYS: 07 DAY(S) (28 FEB 1993 - 06 MAR 1993)
Auth: Subsec 502(f) Title 32 USC, AGTX-CD
Type duty code: 40E Active Duty Special Work
Format: 700

FOR THE ADJUTANT GENERAL:

DISTRIBUTION: AGTX-CD (5) AGTX-SCF (2)

ORDERS 025-024



08 February 1993

(PEJEO-536) 201 N 31ST

E 249TH SPT BN (MAIN) TEMPLE TX

76501

You are to proceed on temporary duty as shown below and will return to your permanent station upon completion of the duty.

Temporary duty at : ROCKWALL, TEXAS
Purpose: SUPPORT AGTX-CD OPERATIONS
Type duty code: 40E Active Duty Special W
Number of days: 1 Day(s) (05 February

Type duty code: 40E Active Duty Special Work
Number of days: 1 Day(s) (05 February 1993 - 05 February 1993)
Will proceed date : 0730 05 FEB 1993
Additional instructions:

- (a) Government quarters and rations are not available.
- (b) Per diem is authorized in accordance with JFTR Vol 1.
- (c) Travel by government transportation is authorized.
- (d) Authority is granted to make such changes in duty locations as may be necessary for accomplishment of this mission.
- (e) Individual will submit DD Form 1351-2 through their Commander to AGTX-SCM-V NLT 5 days after performing duty.
- (f) Travel by commercial transportation is authorized.
- (g) P/D \$108.00 GA \$-0- CP \$75.00

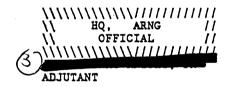
Acct clas:

Enl tvl/pd: 2132060 18-1041 P2M31.1100-211J/219J Format: 400

S41292 CTD PEJEO

FOR THE ADJUTANT GENERAL:

DISTRIBUTION: AGTX-CD (5) AGTX-SCF (2)



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ORDERS 197-206

(2)

5 October 1992

(WYRDAR-610) 2001 E 51st St AUSITN TX 78723-3097

You are ordered to active duty for special work (ADSW) for the period shown plus allowable travel time. Upon completion of the period of ADSW unless sooner released or extended by proper authority, you will return to the place where you entered ADSW and be released from such duty.

Period (PCS): 1 October 1992 - 30 September 1993

Report to: UNIT ARMORY/FURTHER ATTACHED TO TEXAS JOINT TASK FORCE ONE.

Reporting time/date: 0001 01 October 1992

Purpose: Support AGTX-CD Operations

Additional instructions: Government quarters and mess will be utilized. Travel by, privately owned conveyance is authorized. Individual must comply with standards in AR 600-9. Enlisted personnel are authorized BAS at the RNA rate. This training is considered an event and individual's unit will not process payroll. Soldier will attend Annual Training (AT) with his/her unit. Soldier terminates ADSW status 2400 hr on the day prior to AT and automatically reverts to ADSW status 0001 hr on the day following the AT period. Performance of AT does not constitute a break in service; accrued leave and all other appropriate entitlements are continued. VHA is not payable during the AT period. Travel of dependents and shipment of permanent change of station weight authorized IAW Joint Travel Regulations (JTR). The Government's obligation hereunder is made contingent upon Congress enacting appropriations. TCMJ authority is granted to attached unit. During IDT assemblies the Parent Unit has TCMJ authority.

FOR ARMY USE

Auth: VOTAG date: 01 October 92, Subsec 502(f) Title 32 USC, AGTX-CD

Type duty code: 402

Acct clas:

Enl pay/alw/tvl/pd:

2132060 18-1041 P2H31.1100-1198/1199/1210/1250/211J/219J 541292 CD WYRDAA

PEBD:861007

Federal WE: 500

Marital status/ Number of dependents: S00

Type of incentive pay: NONE

Type of special pay: NONE

State tax code: TX

Scty cl: NONE

Format: 284

FOR THE ADJUTANT GENERAL:

STRIBUTION: ..GTX-CD (5) AGTX-SCF (2) PARENT UNIT (5)



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ORDERS 047-067

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10 March 1993

(FMANOS / SZ) Z120 N 1

N NEW AD

P A 1ST SQDN 124 CAV WACO TX

76707

You are to proceed on temporary duty as shown below and will return to your permanent station upon completion of the duty.

Temporary duty at: WACO, TEXAS
Purpose: To support AGTX-CD Operations (UN)
Type duty code: 402 Active Duty Special Work
Number of days: 3 Day(s) (04 March 1993 - 06 March 1993
Will proceed date: 0730 04 March 1993
Additional instructions:

- (a) Government quarters and mess will be utilized when available.
- (b) Per diem is authorized in accordance with JFTR Vol 1.
- (c) Travel by government transportation is authorized.
- (d) Individual will submit DD Form 1351-2 through their Commander to AGTX-SCM-V NLT 5 days after performing duty.
- (e) P/Diem \$165.00. Govt Auto -0-

Acct clas:

Off tv1/pd: 2132060 18-1041 P2M11.1000-211J/219J Format: 400

S41292 CTD PMXA0

FOR THE ADJUTANT GENERAL:

DISTRIBUTION: AGTX-CD (5) AGTX-SCF (2)



Have a safe trip!

IH 35 4 BAYLOR UNIVERSITY PO BOX 174 WACO, TEXAS 76703

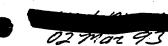
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ORDERS 040-071

01 March 1993

(V72A1-705) 2001 EAST 51ST ST

1 CO E 149TH AVN AUSTIN TX

78723

You are to proceed on temporary duty as shown below and will return to your permanent station upon completion of the duty.

Temporary duty at : WACO, TEXAS Purpose: SUPPORT AGTX-CD OPERATION Type duty code: 40H Active Duty Special Work
Number of days: 2 Day(s) (27 February 1993 - 28 February 1993)
Will proceed date : 0730 27 FEB 1993 Additional instructions:

- (a) Government quarters and rations are not available.
- (b) Per diem is authorized in accordance with JFTR Vol 1.
- (c) Travel by government transportation is authorized.
- (d) Authority is granted to make such changes in duty locations as may be necessary for accomplishment of this mission.
- (e) Individual will submit DD Form 1351-2 through their Commander to AGTX-SCM-V NLT 5 days after performing duty.
- (f) P/D \$148.00 GP \$0

Acct clas:

DISTRIBUTION: AGTX-CD (5)

AGTX-SCF (2)

Off tv1/pd: 2132060 18-1041 P2M11.1000-211J/219J Format: 400

\$41292 CTD V7ZA1

FOR THE ADJUTANT GENERAL:

HQ, ARNG OFFICIAL ADJUTANT

Z 0017923



IH 35 @ BAYLOR UNIVERSITY PO BOX 174 WACO, TEXAS 76703 (817) 753-0316 FAX (817) 753-3811 RESERVATIONS 1 800 299-WACO (9226)

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ARRIVE NGTS DEPART

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NAME/ADDRESS

USA

U.S. TREASURY PO BOX 5218

> AUSTIN 78763

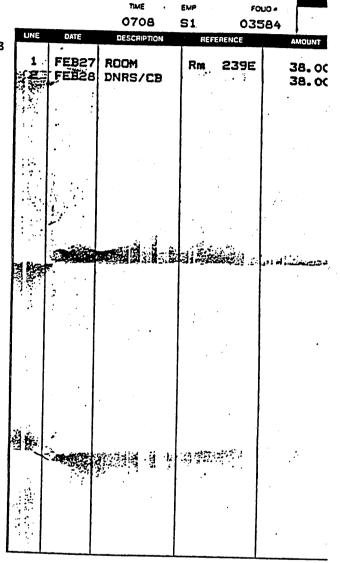
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PAY BY GTO BY DC

PHIL LEWIS

Thanks for staying with us! If you need reservations for this or any other Best Western, just call 1-800-528-1234.

Have a safe trip!





IH 35 @ BAYLOR UNIVERSITY PO BOX 174 WACO, TEXAS 76703 (817) 753-0316 FAX (817) 753-3811 RESERVATIONS 1 800 299-WACO (9226)

GUEST FOLIO

NGTS DEPART SUN FEB28, 93 01 MON MARO1, 93 MOOM 216 GM TYPE K NAME / ADDRESS

U. S. TREASURY

GTD BY DC

Thanks for staying with us! If you need reserva-tions for this or any other Best Western, just call 1-800-528-1234.

Have a safe trip!

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USPPO FOR Texas FAX # AV 954-5108 CORN 512 465-5108 VOICE AV 954-5107 CORN 512 465-5107



NATIONAL GUARD BUREAU Counterdrug Task Force

Drug Demand Reduction Division NGB-CDD FAX TRANSMITTAL

Voice:	(703)	681-0860

DSN: 761-0860

FAX: (703) 681-0869

DSN: 761-0869

FROM:			
DATE: 21 July 95	TIME:	1510	
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CLASSIFICATION: UNCLASSIFIED

REMARKS: Per your REQUIST. (3) confirms (5)
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MSCA people to continue personnel support to Op. Trojan Horse
under ADSW, 32USC 112. (NOW POTO) can be
1021/MH (2 TON) 954-5075. 721) (6)

ORDERS 045-043

08 March 1993

(PEJTO-520) PO BOX 5218

D 249TH SPT BN AUSTIN TX

78763

You are to proceed on temporary duty as shown below and will return to your permanent station upon completion of the duty.

Temporary duty at : WACO, TEXAS Purpose: SUPPORT AGTX-CD OPERATIONS Type duty code: 40E Active Duty Special Work - 08 March 1993 Number of days: 3 Day(s) (06 March 1993 Will proceed date : 0730 06 MAR 1993 Additional instructions:

- (a) Government quarters and rations are not available.
- (b) Per diem is authorized in accordance with JFTR Vol 1.

(c) Travel by government transportation is authorized.

- (d) Authority is granted to make such changes in duty locations as may be necessary for accomplishment of this mission.
- (e) Individual will submit DD Form 1351-2 through their Commander to AGTX-SCM-V NLT 5 days after performing duty.
- (f) P/D \$182.00 GA \$0

Acct clas:

Off tv1/pd: 2132060 18-1041 P2M11.1000-211J/219J

S41292 CTD PEJTO

Format: 400

FOR THE ADJUTANT GENERAL:

HQ, ARNG OFFICIAL $\Delta M M M M M M$ ADJUTANT

DISTRIBUTION: AGTX-CD (5) AGTX-SCF (2)

ORDERS 047=Q66

10 March 1993

(YRDAA-610) P O BOX 5218

3 INF DET (LRS) AUSTIN TX

78763

You are to proceed on temporary duty as shown below and will return to your permanent station upon completion of the duty.

Temporary duty at : WACO, TEXAS Purpose: To support AGTX-CD Operations (UN)
Type duty code: 402 Active Duty Special Work
Number of days: 3 Day(s) (28 February 1993 - 02 March 1993 Will proceed date : 0730 28 February 1993 Additional instructions:

- (a) Government quarters and mess will be utilized when available.
- (b) Per diem is authorized in accordance with JFTR Vol 1.
- (c) Travel by government transportation is authorized.(d) Individual will submit DD Form 1351-2 through their Commander to AGTX-SCM-V NLT 5 days after performing duty.
- (e) P/Diem \$78.00, Govt Auto -0-

Acct clas:

Enl tv1/pd: 2132060 18-1041 P2M31.1100-211J/219J

S41292 CTD YRDAA

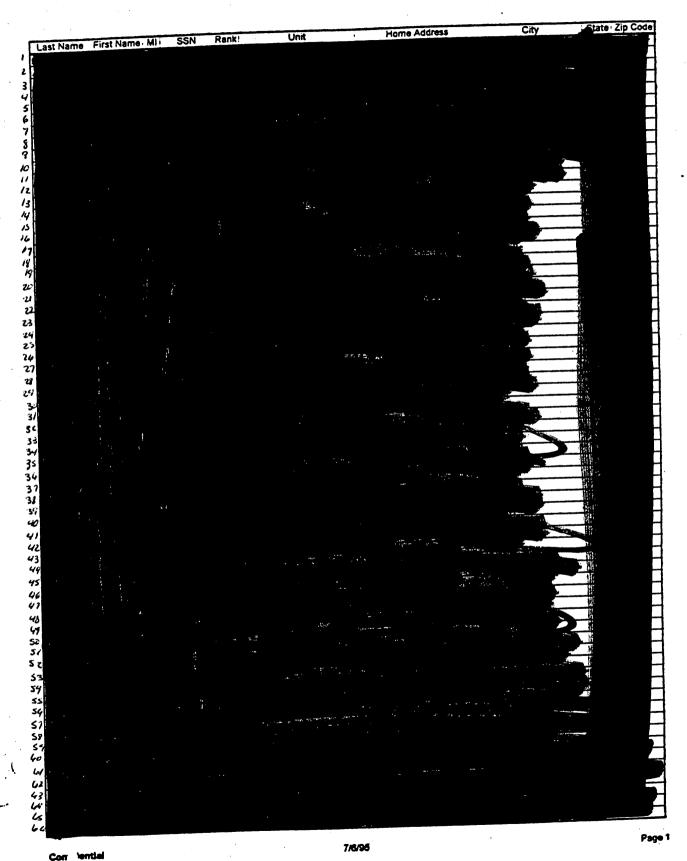
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FOR THE ADJUTANT GENERAL:

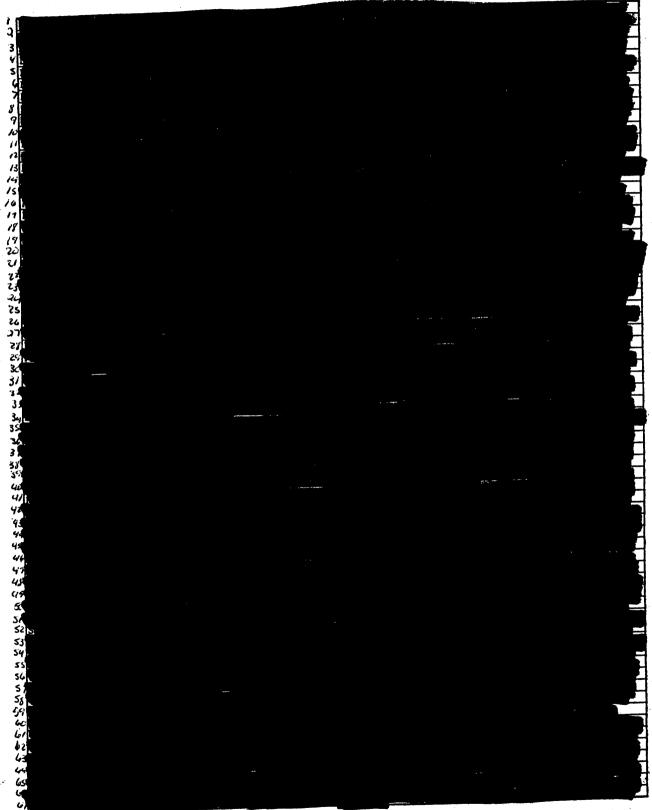
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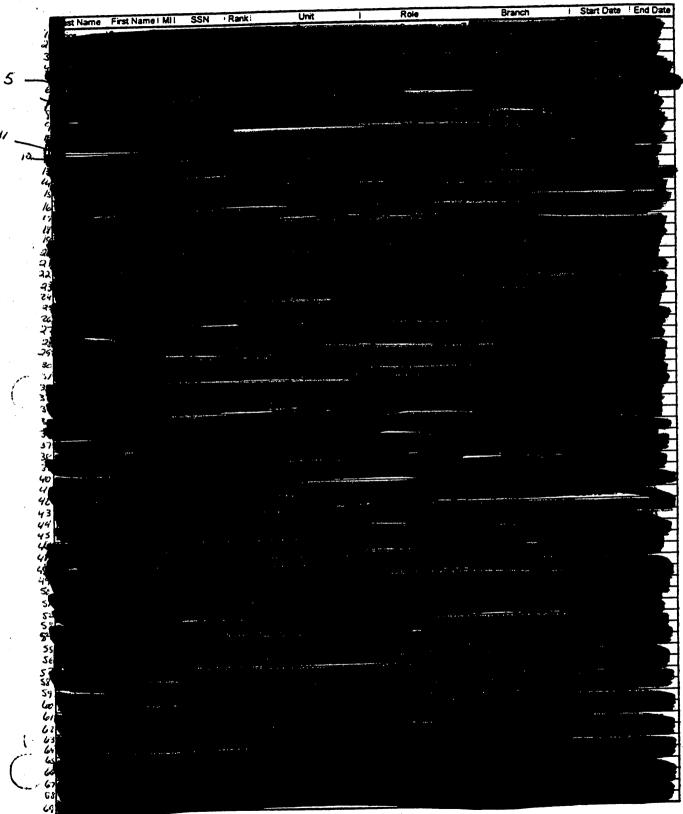
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For use of this form, see DA PAM 738-751, the proponent agency is DCSLOG

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AMCPM-UG 8 Mar 93

INFORMATION PAPER

SUBJECT: UNMANNED GROUND VEHICLE (UGV) SUPPORT TO THE FEDERAL BUREAU OF INVESTIGATION (FBI)

- 1. On Sunday, 7 Mar 93, the FBI formally requested the Unmanned Ground Vehicle-Joint Project Office (UGV-JPO), U.S. Army Missile Command (MICOM), Buntsville, Alabama, provide UGV support to law enforcement operations in Waco, Texas. (See Tab A)
- 2. The UGV-JPO, in conjunction with the prime contractor, Robotic Systems Technology (RST), Westminster, Maryland, responded by providing three Surrogate Teleoperated Vehicles (STV), along with associated support equipment. The vehicles were shipped on the morning of 8 Mar 93.
- 3. Representatives from the UGV-JPO and support contractor will provide on site operator, technical, and logistical support to FBI personnel.
- 4. The STV is a prototype, remotely controlled, ground vehicle. It is designed for battlefield reconnaissance and surveillance operations. The vehicles possess day and night cameras, Forward Looking Infrared (FLIR) imaging sensors, acoustic sensors, video recorder, and two-way voice communications. Additional vehicle characteristics are indicated at Tab B.

ORIGINAL SIGNED BY

Project Manager
Unmanned Ground Vehicle JPO

WA-CO DATA THANKS 60

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ACREMENT FOR THE LOAN OF US ARMY MATERIEL For use of this form, see AR 700-131; the proponent agency is DCSLOG

This loan agreement is entered into, by, and between the United States of America, hereinafter called the lender, represented by (b) <u>USPF+0 Fol</u> TEXAS

for the purpose of entering into this agreement, and (a) <u>FEDERAL BUREAU CE</u>

[NVESTIGATION hereinafter called 'the borrower,' represented by (c)

for the purpose of entering into this agreement.

- 1. PURPOSE. Under the authority of (d) AL 700-131
 the lender hereby lends to the borrower and the borrower hereby borrows from the lender the Government material, hereinafter called 'the material,' listed and described in Exhibit 1 hereto attached and incorporated by reference into the terms of this agreement, which material is required by the borrower for (e) USE IN SUPPORT OF LAW ENFORCEMENT EFFORTS IN THE VICINITY OF WACO TEXAS.
- 2. TERM. This loan of materiel is intended to meet a temporary need covered by federal law. The borrower will keep the materiel only for the period of (i) 2-31 MARCH 1993 (not to exceed 90 days). Loans may be renewed, if justified, and requested by the borrower as approved by the lender. Nevertheless, the lender may revoke and terminate this agreement and return of the material in whole or in part at any time.
- COMPITIONS. This agreement is predicated upon the following conditions:
- a. The LENDER will make every effort to ensure that each item of the material is furnishe to the BORROWER in a serviceable and usable condition according to its originally intended purpose. However, if the use for which the material is loaned will permit, material of a lesser condition will be loaned. This lesser condition will be noted on the appropriate loan documents. Nevertheless, the LENDER makes no warranty or guarantee of fitness of any of the material for any of the material for a particular purpose or use, or warranty of any type
- b. This agreement covers only the specific federally owned Mational Guard property particularly described in Appendix A (description will cover actual condition of property and is as uniquely descriptive terms as possible, such as motor number or model number) attached hereto and made a part thereof.
- c. The National Guard assumes no liability for personal injury or property damage resulting from use of property on loan and hereby provides the property "as is" and makes no other warranties as to fitness for particular purpose or otherwise.
- d. Property will be inspected jointly by the LENDER and the BORBOWER before acceptance by the BORBOWER at the time of pickup and before acceptance by the LENDER at the time of return. A description of the actual condition of the property loaned is indicated in Appendix A. on 2 MARCH 1993.
- e. In event of loss, damage, or destruction correspondently the LENDER will be notified immediately by the sorrower.

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- t. The required organizational maintenance will be performed before releasing equipment the BCRROWER, if parts are available (see item 3d).
- g. The BORROWER will appoint a representative for the purpose of making joint inspection and inventory of all materiel when the BORROWER physically picks up or returns the borrowed materiel. Upon pickup (or receipt after shipment) of the borrowed materiel, the accounting officer of the berrowing activity (or his authorized representative) will sign the appropriate documents acknowledging receipt and possession of the materiel. Upon return of the materiel the LENDER, the BORROWER will certify that 'the quantities listed in the shipping document (loan) are correct. In instances where BORROWER representatives authorized to receive and sign for borrowed materiel are not available when the materiel is delivered, all claims for costs related to the loan will be valid.
- h. The BORROWER is responsible for care and maintenance of borrowed material during the term of the loan. The borrower will provide sufficient personnel and facilities to adequately operate, maintain, protect, and secure the borrowed material. The borrower will maintain the material in a serviceable condition and ascertain that it is returned to the LENDER in as good a condition as when it was loaned (fair wear and tear excepted). Equipment will be returned: LENDER IAW -10/20 series TM maintenance standards. Becords of maintenance performed will be returned to LENDER with the borrowed equipment.
- i. The BORROWER will store, safeguard, and secure high value stems, or arms in a manner consistent with common practice, public law, and local regulations.
- j. The borrower will prevent misuse of borrowed materiel; or its use by unauthorized persons.
- k. The BORROWER agrees to indomnify the LENDER, any agent of the LENDER, and the STATE C TEXAS in the event of any loss, damage, or destruction of property that results in pecuniary charged against the LENDER. 345 agent, or the State of Texas imposed pursuant to 32 U.S.C. 710 as implemented by AR/ARMG regulations.
- 1. Military BORROWERS will perform and pay for costs of maintenance service prescribed it official publications applicable to perticular items including any proservation, replacement, and/or repairs incident to the loan.
- m. A record of gasoline consumed, oil added, and repairs made, including parts replaced will be furnished to the LENDER upon return of the equipment. The LENDER will ensure that fu tanks of vehicles and other POL-consuming equipment are full at time of the loan, and the BORROWER will full fuel tanks at time of return.
 - n. Equipment log books/forms will remain in custody of the LENDER.
- o. Property will remain on the property records of the LENDER supported by a receipt fro the BORROWER and the original copy of this loan agreement.
- p. The BORROWER will provide to LENDER the NMC/MC-status of the equipment by the 10th de of each months.

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- q. The BORROWER will neither make nor permit any modification, removal or alteration of any borrowed material except with permission of the approving authority for the loan. The BORROWER will not cannibalize the burrowed material. All serial numbered items to include radios must be returned to lender and not substitutions.
- r. The BORROWER will not mortgage, piedge, assign, transfer, sublet, or part with possession of any borrowed material in any manner to any third party either directly or indirectly except with the prior written approval of the lender.
- s. At all times the lender shall have free access to all loaned material for the purpose of inspecting or inventorying it.
- t. The borrower will return borrowed material to a location designated by the lender where the material is no longer needed; upon termination of the loan period (including any approved extension); or upon demand therefore by the LENDER. The LENDER will provide documents to be used by the borrower to return to LENDER.
- 4. PAYMENT. The BORROWER will reimburse the lender for expenses incurred in connection with this loan as provided below:
- a. Cost of pickup and return of borrowed property to include cost of repair parts (65 roent of the acquisition cost for DX items).
- b. Labor to install/repair parts/repair equipment at the standard labor rate published by MGB.
- c. Labor required to inspect equipment for issue/turn-in using the average time required for issue and turn-in at the standard labor rate published by MGB.
 - d. The proper operation and use of property during the period of the loan.
 - e. Cost of repairs and rehabilitation of property resulting from use by the BORROWER.
- f. Replacement in kind and/or reimbursement of loss, damage, and destruction through causes other than fair wear and tear, including prompt investigation of the circumstances of such loss, damage, or destruction when such investigation is requested by the State of Texas.
- g. Ensure that the equipment is not used in any way to discriminate based on race, creed, or color and taking reasonable measures to make certain said loaned property is not used for other than official approved activities.
- h. The BORROWER will reimburse the lender for any expenses necessary to repair, rehabilitate. Or preserve the material following its return to the lender. (NOTE: Of any borrowed material, unless depreciation is significant.)
- i. The DORROWER will reimburse the LEMDER for costs incident to the pay of Army personnel who may be temporarily required to operate, maintain, guard, or otherwise attend to borrowed my material. This includes travel and per diem costs for both Army uniformed and civilian resonnel, and regular salary and overtime costs for Army civilians.
- j. The BORROWEE will reimburse the LEMDEE for any other expense to the lender arising in connection with this loan.

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2. (Applicable to loan agreements with Federal departments and will indicate the specific accounting classification(s).	i Afencies	only.)	The LEMPT
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- S. OFFICIALS NOT TO DENZFIT. No member of or delegate to Congress shall be admitted to any share or part of this loan or to any benefit arising in connection with it.
- 0. CONTINGENCY FEE3. No person or against acting for or on behalf of the BORROWER to solicit or obtain the luan shall be paid any commission, percentage, brokerage, or contingent fee in any may connected with this loan.
- 7. DISPUTES. Any disputes concerning a question or fact arising under this loan agreement which are not mutually disposed of by the LENDER and the BORROWER shall be decided by the Secretary of the Army as the Government's Executive Agent, or by his designee.

Done at (g) WACO TEXAS

this 2+k of MARCH 1993.

Typed name, grade/rank of Army Approving authority Signature of Approving Authority or designee

Typed Name of Chief Executive or his authorized Signature of Chief Executive or his activity.

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ACREMENT FOR THE LOAN OF US ARMY MATERIEL For use of this form, see AR 700-131; the proponent agency is DCSLOG

This loan agreement is entered into, by, and between the United States of America, hereinafter called 'the lender,' represented by (b) <u>USPF40 For TEXAS</u>

for the purpose of entering into this agreement, and (a) FEDERAL BUREAU OF INVESTIGATION hereinafter called the borrower, represented by (c) for the purpose of entering into this agreement.

- 1. PURPOSE. Under the authority of (d) AR 700-131
 the lender hereby lends to the borrower and the borrower hereby borrows from the lender the Government material, hereinafter called 'the material,' listed and described in Exhibit 1 hereto attached and incorporated by reference into the terms of this agreement, which material is required by the borrower for (e) USE IN SUPPORT OF LAW ENFORCEMENT EFFORTS IN THE VICINITY OF WACO TEXAS.
- 2. TERM. This loan of materiel is intended to meet a temporary need covered by federal law. The borrower will keep the materiel only for the period of (f) <u>8-31 MARCH 1993</u> (not to exceed 90 days). Loans may be renewed, if justified, and requested by the borrower arapproved by the lender. Nevertheless, the lender may revoke and terminate this agreement and demand return of the material in whole or in part at any time.
- 3. COMPLIENCES. This expreement is predicated upon the following conditions: .
- a. The LENDER will make every effort to ensure that each item of the materiel is furnishe to the BORROWER in a serviceable and usable condition according to its originally intended purpose. Ecwever, if the use for which the materiel is loaned will permit, materiel of a lesser condition will be loaned. This lesser condition will be noted on the appropriate loan documents. Nevertheless, the LENDER makes no warranty or guarantee of fitness of any of the materiel for any of the materiel for a particular purpose or use, or warranty of any type whatsoever.
- b. This agreement covers only the specific federally owned Eational Guard property particularly described in Appendix A (description will cover actual condition of property and is as uniquely descriptive terms as possible, such as motor number or model number) attached hereto and made a part thereof.
- c. The National Guard assumes no liability for personal injury or property damage resulting from use of property on loan and hereby provides the property 'as is' and makes no other warranties as to fitness for particular purpose or otherwise.
- d. Property will be inspected jointly by the LENDER and the BORROWER before acceptance by the LENDER at the time of pickup and before acceptance by the LENDER at the time of return. A description of the actual condition of the property loaned is indicated in Appendix A. However, the property will be available 'as is' at TSTC AIDPORT on 2 MARCH 1993.
- e. In event of loss, damage, or destruction representing the LEXDER will be notified immediately by the BORROWER.

- 1. The required organizational maintenance will be performed before releasing equipment the BORROWER, if parts are available (see Item 3d).
- 6. The BORROWER will appoint a representative for the purpose of making joint inspection and inventory of all materiel when the BORROWER physically picks up or returns the borrowed materiel. Upon pickup (or receipt after shipment) of the borrowed materiel, the accounting officer of the borrowing activity (or his authorized representative) will sign, the appropriat documents acknowledging receipt and possession of the materiel. Upon return of the materiel the LENDER, the BORROWER will certify that 'the quantities listed in the shipping document (loan) are correct.' In instances where BORROWER representatives authorized to receive and sign for borrowed materiel are not available when the materiel is delivered, all claims for costs related to the loan will be valid:
- h. The BORROWER is responsible for care and maintenance of borrowed material during the term of the loan. The borrower will provide sufficient personnel and facilities to adequately operate, maintain, protect, and secure the borrowed material. The borrower will maintain the material in a serviceable condition and ascertain that it is returned to the LEEDER in as goon a condition as when it was loaned (fair wear and tear excepted). Equipment will be returned LEEDER IAW -10/20 series TM maintenance standards. Records of maintenance performed will be returned to LEEDER with the borrowed equipment.
- i. The BORROWER will store, safeguard, and secure high value items, or arms in a manner consistent with common practice, public law, and local regulations.
- j. The borrower will prevent misuse of borrowed material; or its use by unauthorized persons.
- k. The BORROWER agrees to indomnify the LENDER, any agent of the LENDER, and the STATE TEXAS in the event of any loss, damage, or destruction of property that results in pecuniary charges against the LENDER. 445 agent, or the State of Texas imposed pursuant to 32 U.S.C. 71 as implemented by AB/ARNG regulations.
- 1. Military BORROWERS will perform and pay for costs of maintenance service prescribed i official publications applicable to perticular items including any preservation, replacement, and/or repairs incident to the loan.
- m. A record of gasoline consumed, oil added, and repairs made, including parts replaced will be furnished to the LENDER upon return of the equipment. The LENDER will ensure that furnishes of vehicles and other POL-consuming equipment are full at time of the loan, and the BORROWER will fill fuel tanks at time of return.
 - n. Equipment log books/forms will remain in custody of the LENDER.
- o. Property will remain on the property records of the LEADER supported by a receipt from the BORBOWER and the original copy of this loan agreement.
- p. The BORROWER will provide to LEXDER the NEC/MC status of the equipment by the 10th do of each months.

- q. The BORROWER will neither make nor permit any modification, removal or alteration of any borrowed material except with permission of the approving authority for the loan. The BORROWER will not cannibalize the borrowed material. All serial numbered items to include radios must be returned to lender and not substitutions.
- r. The BOBROWER will not mortgage, plodge, assign, transfer, sublet, or part with possession of any borrowed material in any manner to any third party either directly or indirectly except with the prior written approval of the lender.
- s. At all times the lender shall have free access to all leaned material for the purpos of inspecting or inventorying it.
- t. The borrower will return borrowed material to a location designated by the lender wh the material is no longer needed; upon termination of the loan period (including any approve extension); or upon demand therefore by the LENDER. The LENDER will provide documents to be used by the borrower to return to LENDER.
- 4. PAYMENT. The BORROWER will reimburse the lender for expenses incurred in connection with this loan as provided below:
- a. Cost of pickup and return of borrowed property to include cost of repair parts (65 percent of the acquisition cost for DX items).
- b. Labor to install/repair parts/repair equipment at the standard labor rate published 1 MGB.
- c. Labor required to inspect equipment for issue/turn-in using the average time required for issue and turn-in at the standard labor rate published by NGB.
 - d. The proper operation and use of property during the period of the loan.
 - e. Cost of repairs and rehabilitation of property resulting from use by the BORROWER.
- 1. Replacement in kind and/or reimbursement of loss, damage, and destruction through causes other than fair wear and tear, including prompt investigation of the circumstances of such loss, damage, or destruction when such investigation is requested by the State of Texas.
- g. Ensure that the equipment is not used in any way to discriminate based on race, creek or color and taking reasonable measures to make certain said loaned property is not used for other than official approved activities.
- h. The BORROWER will reimburse the lender for any expenses necessary to repair, rehabilitate, or preserve the material following its return to the lender. (NOTE: Of any borrowed material, unless depreciation is significant.)
- i. The DORROWER will reimburse the LENDER for costs incident to the pay of Army personne who may be temporarily required to operate, maintain, guard, or otherwise attend to borrowed army material. This includes travel and per diem costs for both Army uniformed and civilian personnel, and regular salary and overtime costs for Army civilians.
- j. The BORROWER will reimburse the LENDER for any other expense to the lender arising is connection with this loan.

2. (Applicable to loan agreements with Federal departments and agencies only.) The LENDZI will indicate the specific accounting classification(s). 1530 200 OFFICIALS NOT TO DENTIFIT. No member of or delegate to Congress shall be admitted to any share or part of this loan or to any benefit arising in connection with it. G. CONTINGENCY FEES. No person or agency acting for or on behalf of the BORROWER to solicit or obtain the lean shall be paid any commission, percentage, brokerage, or contingent see in any way connected with this loan. 7. DISPUTES. Any disputes concerning a question or fact arising under this loan agreement which are not mutually disposed of by the LENDER and the BORROWER shall be decided by the Secretary of the Army as the Government's Executive Agent, or by his designee. Done at (g) WACO TEXAS this 2th of MARCH 1993 (1) Typed name, grade/rank of Army Approving authority Signature of Appr ity or for the loan, or his designee designee Typed Name of Chief executive or his authorized Signatur

Designee

designee of the borrowing agency, authority or

activity.

** TOTA: PAGE.005 **

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- s. At all times the lender shall have free access to all loaned materiel for the purpos of inspecting or inventorying it.
- t. The borrower will return borrowed material to a location designated by the lender with the material is no longer needed; upon termination of the loan period (including any approve extension); or upon demand therefore by the LENDER. The LENDER will provide documents to be used by the borrower to return to LENDER.
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- j. The BORROWER will reimburse the LENDER for any other expense to the lender arising in connection with this loan.

k. (Applicable to loan agreements with Federal departments and agencies only.) The LEND: will indicate the specific accounting classification(s). /530,200

- 5. OFFICIALS NOT TO DEWEFIT. No member of or delegate to Congress shall be admitted to eny share or part of this loan or to any benefit arising in connection with it.
- 0. CONTINGENCY FEE3. No person or agency acting for or on behalf of the BORBOWER to solicit or obtain the lean shall be paid any commission, percentage, brokerage, or contingent fee in any way connected with this loan.
- 7. DISPUTES. Any disputes concerning a question or fact arising under this loan agreement which are not mutually disposed of by the LENDER and the BORROWER shall be decided by the Secretary of the Army as the Government's Executive Agent, or by his designee.

Done at (g) WACO TEXAS

this 8+h of MARCH 1993

Typed name, grade/rank of Army approving authority for the loan, or his designes

Signature of approvementation or designee

CONTRACT OFFICER

Typed Name of Chief Executive or his authorized designee of the borrowing agency, authority or activity.

Signature of Chief Executive or his Designee

** TOTAL PAGE. MMS **

ACREEMENT FOR THE LOAN OF US ARMY MATERIEL For use of this form, see AR 700-131; the proponent agency is DCSLOG

This loan agreement is entered into, by, and between the United States of America, hereinafte called 'the lender,' represented by (b) <u>USPF&O FOR TEXAS</u>

for the purpose of ent	ering into this agreement,	and (a) FEDERAL	BUREAU CF
INVESTIGATION	hereinafter called the	borroser, represent	ted by (c)
	for the purp	ose of entering into	this agreement.

- 1. PURPOSE. Under the authority of (d) AR 700-131
 the lender hereby lends to the borrower and the borrower hereby borrows from the lender the Government material, hereinafter called 'the material,' listed and described in Exhibit 1 hereto attached and incorporated by reference into the terms of this agreement, which materials required by the borrower for (e) USE IN SUPPORT OF LAW ENFORCEMENT EFFORTS IN THE VICINITY OF WACO TEXAS.
- 2. TERM. This loan of materiel is intended to meet a temporary need covered by federal law. The borrower will keep the materiel only for the period of (1) <u>\$\frac{2-31}{4-31}\$ MARCH 1993</u> (not to exceed 90 days). Loans may be renewed, if justified, and requested by the borrower approved by the lender. Nevertheless, the lender may revoke and terminate this agreement and temand return of the materiel in whole or in part at any time.
- 3. COMPITIONS. This agreement is predicated upon the following conditions: .
- a. The LENDER will make every effort to ensure that each item of the materiel is furnish to the BORROWER in a serviceable and usable condition according to its originally intended purpose. However, if the use for which the materiel is loaned will permit, material of a lesser condition will be loaned. This lesser condition will be noted on the appropriate load documents. Nevertheless, the LENDER makes no warranty or guarantee of fitness of any of the material for any of the material for a particular purpose or use, or warranty of any type whatsoever.
- b. This agreement covers only the specific federally owned Mational Guard property particularly described in Appendix A (description will cover actual condition of property and is as uniquely descriptive terms as possible, such as motor number or model number) attached hereto and made a part thereof.
- c. The National Guard assumes no liability for personal injury or property damage resulting from use of property on loan and hereby provides the property "as is" and makes no other warranties as to fitness for particular purpose or otherwise.
- d. Property will be inspected jointly by the LENDER and the BORROWER before acceptance to the BORROWER at the time of pickup and before acceptance by the LENDER at the time of return. A description of the actual condition of the property loaned is indicated in Appendix A. However, the property will be available 'as is' at TSTC AIRPORT on 2 MARCH 1993.
- e. In event of loss, damage, or destruction representing the LEXDER will be notified immediately by the SURROWER.

8 MAR 93

MEMORANDUM FOR RECORD

SUBJECT: FBI Request for Two CEV (M728s)

- 1. On 8 March 93, OSD-ES (LTC Boevers) advised this office telephonically that the attached FBI request for two CEV's had been tasked to the Army for action.
- 2. The Abrams will be loaned to FBI without operable weapons systems. Army markings will be obscured. FBI drivers will operate vehicles. Appropriate maintenance slice will accompany vehicles but will not be on board during operational missions and will not assist in any aspect of civil law enforcement.
- 3. A standard DOD loan agreement will be completed prior to receipt of the equipment to the FBI, and under the provisions of the Economy Act, the Army will be reimbursed for all use. The FBI will also pay maintenance personnel per diem and all other identifiable direct and indirect costs. FBI point of contact to coordinate loan and for reimbursement instructions is Special Agent FBI HQ (202-324-6700). The duration of this operation has not been determined.

4. These actions are authorized under the provisions of the Economy Act and were coordinated with NGB
ODCSLOG (LTC Hood), OSD-ES
J3-SOD
a) and ASAILE
loan of equipment.

OSIGN Next 3

(EST)

Action Officer

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OFFICE OF THE SECRETARY OF DEFENSE

WASHINGTON, DC 20301-1000

8 March 1993

MEMORANDUM FOR HQDA DAMO-ODS, MILITARY SUPPORT DIVISION

SUBJECT: Support to FBI

Request you take the attached FBI requests for support, dated 7 March 1993, for action.

OSD POC is and STU III 703-695-0028.

s at AV 225-0028 or commercial

Executive Secretary

Attachment

C6 78039

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STATE OF TEXAS ADJUTANT GENERAL'S DEPARTMENT POST OFFICE BOX 5218 AUSTIN, TEXAS 78763-5218

ORDERS 045-043

08 March 1993

(PEJTO-520) PO BOX 5218

HD 249TH SPT BN AUSTIN TX

78763

You are to proceed on temporary duty as shown below and will return to your permanent station upon completion of the duty.

Temporary duty at : WACO, TEXAS Purpose: SUPPORT AGTX-CD OPERATIONS Type duty code: 40E Active Duty Special Work Number of days: 3 Day(s) (06 March 1993 - 08 March 1993 Will proceed date : 0730 06 MAR 1993 Additional instructions:

- (a) Government quarters and rations are not available.
- (b) Per diem is authorized in accordance with JFTR Vol 1.
- (c) Travel by government transportation is authorized.
- (d) Authority is granted to make such changes in duty locations as may be necessary for accomplishment of this mission.
- (e) Individual will submit DD Form 1351-2 through their Commander to AGTX-SCM-V NLT 5 days after performing duty.
- (f) P/D \$182.00 GA \$0

Acct clas:

Off tv1/pd: 2132060 18-1041 P2M11.1000-211J/219J

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FOR THE ADJUTANT GENERAL:

ARNG HQ. OFFICIAL *\!!!!!!!* ADJUTANT

DISTRIBUTION: AGTX-CD (5) AGTX-SCF (2)

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PTTUZYUW RUEADWD0865 0672208-UUUU--RUCDNTX. INR UUUUU > 082100Z MAR 93 M HQDA WASHINGTON DC//DAMO-005// O RUEAUSA/CNGB WASHINGTON DC//ARG-G// INFO RUEKJCS/OSD WASHINGTON DC PUEKJOS/CJCS WASHINGTON DC RUEADWD/CSA WASHINGTON DC RUCDNTX/TAG TX AUSTIN TEXAS RUCNF3/F31 WASHINGTON DC RUEAUSA/CNGB WASHINGTON DC//ARG-GM// : -.NCLAS FOUG MSC-D/ORDER/ASSISTANT SECRETARY OF THE ARMY (INSTALLATIONS, LO. STICS. AND ENVIRONMENT) SINCECT: LOAN OF COMBAT ENGINEER VEHICLES (CEV) M729 TO FBI R 700-1317 LOAN AND LEASE OF ARMY MATERIEL. 4 SEP 87. R 500-51, SUPPORT TO CIVIL LAW ENFORCEMENT, 1 AUG 35. THIS IS AN EXECUTE ORDER. THE ACTING ASA(IL&E) HAS APPROVED TO JAN OF TWO CEV'S TO THE FBI. IAW REFERENCES A AND B. REQUEST YOU COORDINATE WITH TAG TEXAS

PAGE 02 RUEADWD0865 UNCLAS PROVIDE THE FEDERAL BURSAU OF INVESTIGATION IN WACO. TEXAS. WITH T CEV'S NLT 082000 (CST) MAR 93. THE CEV'S WILL BE LOANED TO FBI WITHOUT OPERABLE WEAPONS SYSTEMS. ALL ARMY MARKINGS WILL BE GESCURED. FEI DRIVERS WILL OPERATE VEHICLES. APPROPRIATE MAINTENANCE PACKAGE SHOULD ACCOMPANY VEHICLES. BUT ARNG PERSONNEL WILL NOT BE ON BOARD DURING OPERATIONAL MISSIONS AND WILL NOT ASSIS IN ANY ASPECT OF CIVIL LAW ENFORCEMENT. A STANDARD DOD LOAN AGREEMENT WILL BE COMPLETED PRIOR TO RECEIPT OF THE EQUIPMENT TO THE FBI. ALL USE IS REIMBURSABLE UNDER THE PROVISIONS OF THE ECONOMY ACT. THE FBI WILL ALSO PAY MAINTENAN PERSONNEL PER DIEM AND ALL OTHER IDENTIFIABLE DIRECT AND INDIRECT costs. FSI point of contact to coordinate loan is special agent AT F31 HG (202-324-6700). REQUEST FOR REIMBURSEMENT SHOULD BE

FORWARDED TO FEI HEADQUARTERS. 10TH AND PENNSYLVANIA AVENUE. NW.

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ATTN: ASSISTANT DIRECTOR DIVISION 3. SUPPORT OF MC 90. THE DURATION JF THIS OPERATION HAS NOT BEEN DETERMINED.

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